

Negotiated Agreement Southeast DoN/AFGE



**Consolidated Units of the American Federation of
Government Employees**

Commander, Navy Region Southeast

Fleet and Industrial Supply Center Jacksonville

Naval Facilities Engineering Command – Southeast

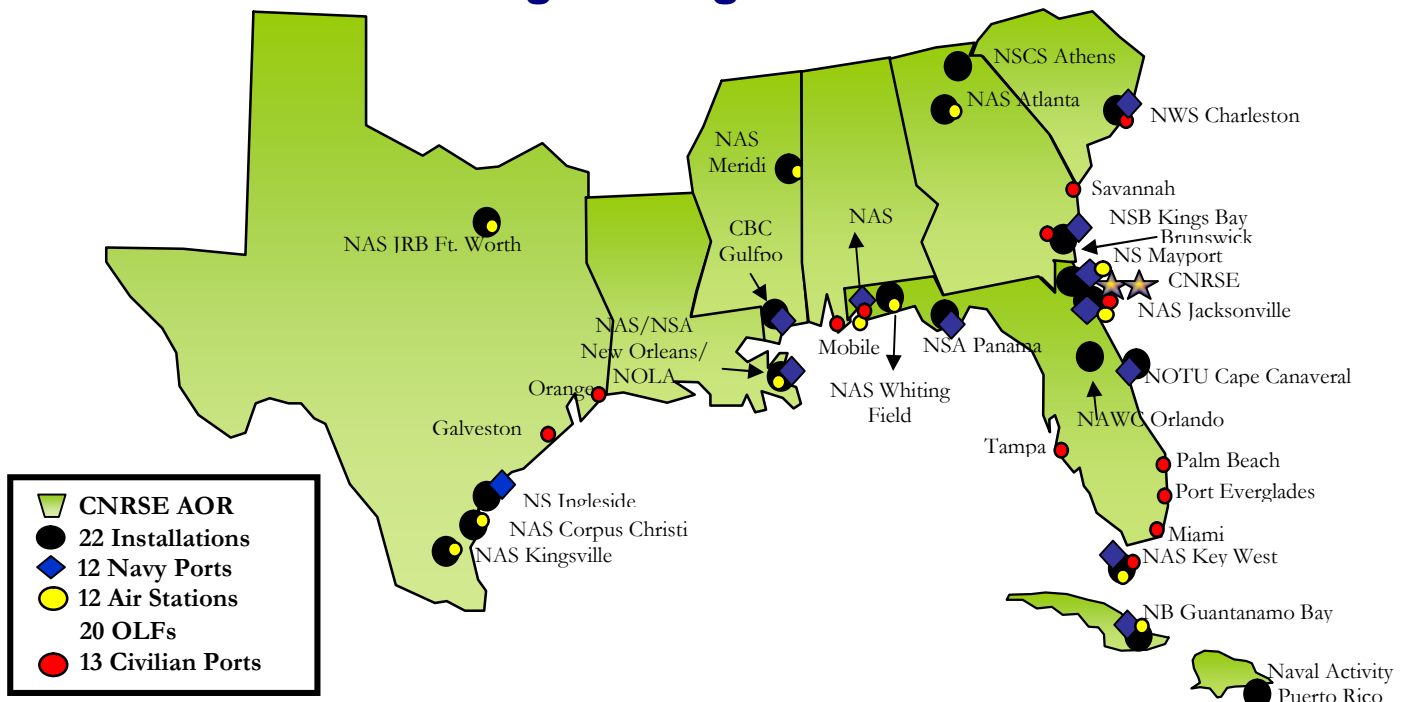


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PREAMBLE

I. Pursuant to policy set forth in Title VII, Public Law 95-454 Civil Service Reform Act of 1978, Federal Service Labor-Management Relations, Chapter 71, Title 5, United States Code (hereinafter referred to as the STATUTE), and subject to all applicable statutes, Executive Orders and relative regulations and directives issued by the Office of Personnel Management, Department of Defense and Department of the Navy, the following Articles constitute an AGREEMENT made by and between Consolidated Units of the American Federation of Government Employees, AFL-CIO, hereinafter a UNIT (individually) or the UNION (collectively), associated with the following Commands, hereinafter the EMPLOYER (individually) or EMPLOYERS (collectively):

1. Commander Navy Region Southeast (CNRSE);
2. Fleet and Industrial Supply Center Jacksonville, Florida (FISCJ); and
3. Naval Facilities Engineering Command Southeast (NAVFAC SE).

This AGREEMENT covers all employees, hereinafter EMPLOYEES, employed by the EMPLOYERS and exclusively represented by the UNION. The EMPLOYERS and the UNION may hereinafter be referred to as the PARTIES.

II. The PARTIES recognize that experience in both private and public employment indicates that:

1. The statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:
 - a. safeguards the public interest,
 - b. contributes to the effective conduct of public business,
 - c. facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and
2. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to

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facilitate and improve employee performance and the efficient accomplishment of the operations of the EMPLOYERS.

III. Therefore, the PARTIES recognize that labor organizations and collective bargaining within civil service are in the public interest. The PARTIES agree that the STATUTE:

1. Prescribes certain rights and obligations of employees to the Federal Government;

2. establishes procedures designed to meet the special requirements and needs of the Government; and

3. provides that its provisions should be interpreted in a manner consistent with the requirements of an effective and efficient Government.

IV. The PARTIES also agree to advocate partnership between the EMPLOYERS and the UNION (see Article 3 and 4) in order to:

1. Produce high quality service and products;

2. provide employees with continuous skill learning and educational opportunities;

3. recognize all employees as valuable assets who deserve a quality workplace;

4. foster the spirit of teamwork within the workplace to accomplish our goals;

5. provide joint alternative dispute resolution training to the parties;

6. insure open communication, mutual respect, and trust among all employees;

7. remove barriers to enhanced productivity, flexible work processes, improved working conditions, and continuous quality improvements; and

8. utilize interest-based bargaining techniques to resolve workplace issues.

V. The PARTIES agree to support partnership by incorporating pre-decisional involvement, positive attitudes, mutual respect,

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information sharing, joint training, cooperation, shared responsibility, timeliness, receptiveness, openness, and trust.

VI. The PARTIES agree to bargain collectively in good faith. They shall pursue solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, organizational performance as well as military readiness within the Department of the Navy while considering the legitimate interests of the PARTIES.

VII. It is the intent of the PARTIES to only negotiate Articles that reflect shared common interests that are mutually inclusive. Supplemental agreements/Memoranda of Agreement/Memoranda of Understanding (MOAs/MOUs) or local procedures may be negotiated by any of the autonomous members defined in Article 1. Supplemental agreements, MOAs and MOUs will cover those matters which are unique and appropriate to each EMPLOYER and its associated UNIT (See Article 37).

VIII. In recognition of the respective rights, needs and obligations of the PARTIES, the UNION and EMPLOYERS agree to the following articles:

ARTICLE 1
PARTIES TO THE AGREEMENT

SECTION 1. PARTIES to this AGREEMENT are as follows:

A. Consolidated Units of the American Federation of Government Employees, AFL-CIO, and Commander, Navy Region Southeast, Jacksonville, Florida, as follows:

(1) all nonprofessional EMPLOYEES of the Commander, Navy Region Southeast, Regional Resources and Management Department and excluding all professionals, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7);

(2) all graded appropriated fund EMPLOYEES of the Naval Air Station, Jacksonville, Florida and excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7);

(3) all eligible EMPLOYEES of Naval Air Station, Key West, Florida and excluding professional employees, managerial officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7);

(4) all nonprofessional General Schedule (GS) and Wage Grade (WG) EMPLOYEES of Naval Air Station Pensacola, Pensacola, Florida and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7);

(5) all nonprofessional Wage Grade (WG) and General Schedule (GS) EMPLOYEES who are employed by the Commanding Officer, Naval Air Station, Whiting Field, Milton, Florida and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7);

(6) all EMPLOYEES of the Naval Air Station, Meridian, Mississippi and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7);

(7) all EMPLOYEES of the Naval Air Station Corpus Christi, Texas and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7);

(8) all EMPLOYEES of the Naval Air Station Kingsville, Kingsville, Texas and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7);

(9) all nonsupervisory wage grade and general schedule Department of the Navy EMPLOYEES of the Naval Air Station, Joint Reserve Base, Fort Worth, Texas, including the position of Supervisory Fire Fighter, GS-0081-8 and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7);

(10) all professional and non-professional EMPLOYEES of the Naval Station Mayport, Florida and excluding management officials, supervisors, and employees described in 5 USC 7112 (b)(2),(3),(4),(6), and(7);

(11) all nonprofessional General Schedule and Wage Grade EMPLOYEES of Naval Submarine Base, Kings Bay, Georgia and excluding all professional employees, temporary employees, Co-op students, Stay in School Students, CCEP/FJFP students, management officials, supervisors and employees described in 5 USC 7112 (b)(2),(3),(4),(6), and(7);

(12) all nonprofessional EMPLOYEES of the Naval Weapons Station, Charleston, South Carolina and excluding all professional employees, management officials, supervisors, temporary employees on appointments of less than six months, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7);

(13) all EMPLOYEES, including temporary EMPLOYEES, of the Naval Construction Battalion Center, Gulfport, Mississippi and excluding all employees of tenant activities, professional employees, management officials, supervisors, and employees described in 5 USC 7112(b)(2),(3),(4),(6) and(7);

(14) all nonprofessional appropriated fund EMPLOYEES employed by Naval Support Activity, Panama City, Florida and excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7); and

(15) all nonprofessional EMPLOYEES of the Naval Support Activity, Orlando, Florida and excluding all professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7).

B. Consolidated Units of the American Federation of Government Employees, AFL-CIO, and the Fleet and Industrial Supply Center Jacksonville, Florida to include all nonprofessional EMPLOYEES of the Department of the Navy, Fleet and Industrial Supply Center (FISCJ), Naval Air Station, Jacksonville, Florida, including EMPLOYEES assigned to the South Texas Detachments; Kings Bay, Georgia Customer Support Site; the Key West, Florida Site; the Pensacola, Florida Site; the Panama City, Florida, Site; the Meridian, Mississippi Site; the Gulfport, Mississippi Site; and the Fort Worth, Texas Site and excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7).

C. Consolidated Unit of the American Federation of Government Employees, AFL-CIO, and the Naval Facilities Engineering Command - Southeast to include all non-professional EMPLOYEES of the Naval Facilities Engineering Command - Southeast, U.S. Department of the Navy and excluding non-professional employees of the Public Works Department Pensacola, the Public Works Department Whiting Field, and the Public Works Department Charleston, all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and(7).

SECTION 2. The PARTIES agree that any AFGE local or other bargaining unit, together with its affiliated command, may be added to and covered by this AGREEMENT at any time during the life of this AGREEMENT.

ARTICLE 2
ADMINISTRATION OF THE AGREEMENT

SECTION 1. In the administration of all matters covered by this AGREEMENT, the PARTIES are subject to all applicable existing or future laws, statutes, Government-wide rules in existence at the time the AGREEMENT is approved and executive orders of appropriate authorities of the federal government. This section of the AGREEMENT will also apply to all supplemental, implementing, subsidiary or informal agreements by and between the PARTIES. Any lawful waivers of the rights given to the EMPLOYER or the UNION by the STATUTE must be clearly and unmistakably set forth in this AGREEMENT and understood to be waived by both the UNION and the EMPLOYER.

SECTION 2. The terms and conditions of this AGREEMENT will supersede any personnel policy, practice, Memoranda of Agreement/Understanding (MOAs/MOUs), or instruction within the authority and discretion of the PARTIES, which are in effect on the effective date of this AGREEMENT, to the extent they conflict with the terms and conditions of this AGREEMENT (See Article 38).

SECTION 3. The PARTIES will not make any changes to this AGREEMENT except as provided by Article 37. Supplemental agreements such as MOAs/MOUs may be negotiated in accordance with Article 38.

ARTICLE 3
LABOR-MANAGEMENT RELATIONS

SECTION 1. It is agreed by the PARTIES that the policy regarding labor-management relations is:

A. To conduct the relationship in a climate of cooperation, understanding, and Partnership.

B. For the PARTIES at all levels to demonstrate affirmative willingness in working toward the continued improvement of personnel policies, practices, and matters affecting working conditions, and the resolution of problems at the lowest appropriate organizational level.

C. To safeguard and respect the right of EMPLOYEES to form, join and assist, without fear of penalty, any lawful Union as defined by the STATUTE.

SECTION 2. An EMPLOYER and its associated UNIT agree to meet as the need arises to discuss personnel policies and practices, problems which are recurring in nature, and any matters affecting the general working conditions of their EMPLOYEES. Such meetings may be requested by either PARTY. Should either PARTY request a meeting with the other, it is agreed that they shall meet promptly and in the spirit of complete Partnership.

SECTION 3. The PARTIES to the discussion have rights and obligations under the STATUTE to present their views and to objectively consider the views of the other PARTY.

SECTION 4. The PARTIES recognize that they have a common interest and obligation to bargain collectively in good faith, pursue solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, EMPLOYEE empowerment, organizational performance, and military readiness, while considering the legitimate interests of both PARTIES.

SECTION 5. The normal point of contact between an EMPLOYER and its associated UNIT for the purpose of discussing questions that may arise concerning the general administration or interpretation of this AGREEMENT, or regulations, or other matters involving the overall relations between them will be, for the UNIT, the duly designated UNIT representative or their designee; and for the EMPLOYER, the Commander/Commanding Officer or their designee.

SECTION 6. An EMPLOYER and its associated UNIT agree to maintain open, two-way communications on issues that impact EMPLOYEES or the EMPLOYER as soon as possible. Official notification between them must be in writing and will be jointly established by the EMPLOYER and its associated UNIT.

ARTICLE 4
LABOR-MANAGEMENT PARTNERSHIPS

SECTION 1. PURPOSE. The purpose of Labor-Management Partnerships is to develop a united team with a common purpose and vision, creating an organization that works better and costs less.

SECTION 2. GOAL. The goal is to involve EMPLOYEES' UNIT Representatives as equal partners with EMPLOYER Representatives to identify problems and, together, craft solutions to better serve customers and accomplish the mission. Technical Representatives may be called upon for advice.

SECTION 3. The EMPLOYER and its associated UNIT representative(s) will determine the method for addressing, discussing and negotiating any issue impacting the working conditions in accordance with the STATUTE. These discussions may be conducted in forums to include, but not limited to, labor-management forums, councils, tactical execution teams or other similar bodies. The above language is not intended to abridge any right of the PARTIES under law, rule, or regulation. The PARTIES agree to request assistance from Federal Mediation and Conciliation Service (FMCS) or other mediation service to resolve any impasse issue. Through mutual discussions these forums will develop a vision statement and plan of action. Each forum's plans may include, but are not limited to:

- A. types of issues that the forum will address.
- B. size of the forum and number of forums required;
- C. structure of the forum and ground rules;
- D. membership with equal representation of the PARTIES;
- E. frequency of meetings;
- F. open sharing of information to/from the forum;
- G. decision-making by consensus;
- H. joint training.

ARTICLE 5
LABOR-MANAGEMENT TRAINING

SECTION 1. The PARTIES jointly agree that it is in their best interests to receive training concerning applicable laws, regulations, new developments pertaining to Labor-Management relations, and Partnerships to include Alternative Dispute Resolution processes.

SECTION 2. The PARTIES will determine the specific training programs and procedures for providing training.

SECTION 3. Managers, Supervisors and EMPLOYEES will be provided training regarding this AGREEMENT.

ARTICLE 6
SAFETY AND HEALTH

SECTION 1. The PARTIES are committed to having a workplace environment that is safe, healthy and productive. The PARTIES agree to cooperate in this effort by encouraging EMPLOYEES to work in a safe manner and report all observed unsafe or unhealthy working conditions. The PARTIES also agree that:

A. All EMPLOYEES have a right to work in an environment free of harassment, intimidation, threats, or bullying of any kind. All EMPLOYEES are expected to adhere to a standard of conduct that is respectful and courteous to others. EMPLOYEES are responsible for immediately reporting any threats or acts of violence to the EMPLOYER.

B. Intimidation, threats, harassment, assaults, or acts of violence by anyone at any level, will not be tolerated. The EMPLOYER will take swift and appropriate actions when any such incidents occur.

C. Any EMPLOYEE who is assigned to a job that he/she has reasonable basis to believe will be dangerous to life, limb, or health will immediately report the circumstances to his/her supervisor who will promptly investigate the situation and take appropriate corrective actions. Supervisors will contact the EMPLOYER'S occupational safety office for assistance, as necessary. Supervisors will inform the reporting EMPLOYEE(s) of all action taken in writing. The safety office will investigate all reports brought to its attention (alleged imminent danger situations within 24 hours, potentially serious situations within three days, and all other situations must be investigated within ten working days). If the reported situation involves a health hazard, as opposed to a safety hazard, the safety office will refer the report to the cognizant medical activity for investigation as necessary.

D. The EMPLOYEES shall be properly trained to safely perform their duties in areas that require specific training.

SECTION 2. The EMPLOYER will provide the necessary protective clothing, equipment and safety devices for all EMPLOYEES in accordance with applicable standards/laws/directives.

SECTION 3. The EMPLOYER agrees to notify the UNIT representative within a reasonable period of time, of any lost time, on-the-job accident wherein an EMPLOYEE is injured. The

EMPLOYER and its associated UNIT representative will develop a method by which this information is passed.

SECTION 4. An EMPLOYEE who has sustained an on-the-job injury will be required to perform duties only to the extent and limits prescribed by the attending physician in consultation with the Medical Officer of the EMPLOYER if that consultation is deemed necessary by the EMPLOYER.

SECTION 5. When the Medical Officer of the EMPLOYER determines that an EMPLOYEE is physically unfit for duty after reporting for work, the EMPLOYER will make arrangement for transportation, if medically necessary or medically requested, to a medical facility or to the EMPLOYEE'S home.

SECTION 6. Information concerning the location and applicable regulations and procedures of the Office of Federal Workers' Compensation Programs, Department of Labor, will be provided by the EMPLOYER.

SECTION 7. The EMPLOYER agrees to obtain prompt emergency medical service and first aid for EMPLOYEES who become injured or seriously ill on the job.

SECTION 8. EMPLOYEES who suffer an on-the-job injury will report such an injury immediately to their supervisor/EMPLOYER and receive medical attention. If the EMPLOYEES are disabled because of a traumatic injury, they may use Continuation of Pay (COP) not to exceed 45 days or sick or annual leave, for the period of disability consistent with applicable law and regulation. If EMPLOYEES elect to use sick or annual leave, a SF-71 and/or appropriate leave request within an automated time and attendance system will be completed for such action and submitted to the EMPLOYER.

SECTION 9. The PARTIES recognize their mutual obligation to help prevent, discourage and expose Workers Compensation fraud/abuse by notifying the appropriate authorities (See Article 43).

SECTION 10. The EMPLOYER will provide physical examinations for EMPLOYEES whose position requires annual physicals or other examinations required by law.

SECTION 11. The PARTIES agree that EMPLOYEES will comply with requirements of Occupational Health and Industrial Hygiene Programs.

SECTION 12. The PARTIES fully support the Drug Free Workplace Program. Executive Order 12564 established the basic requirements for a Federal Drug Free Workplace. The provisions for meeting the Executive Order 12564 requirements are contained in agency instructions (See Article 35).

SECTION 13. The PARTIES agree that they share an interest in promoting EMPLOYEE health and wellness.

SECTION 14. Where applicable, the PARTIES agree that the UNION is entitled to one (1) member and one (1) alternate member to serve on the Safety Committees. The UNION member will have the full rights and privileges of other members.

SECTION 15. Where applicable, the local safety office may provide information regarding prevailing prices of safety equipment that EMPLOYEES utilize to perform their jobs. This is due to the wide diversity of the cost of living throughout the southeast region.

ARTICLE 7
EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1. EMPLOYEES have the right to join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and EMPLOYEES are protected in the exercise of that right. When duly elected and/or appointed, UNIT representatives have the right to present the views of the UNIT to the EMPLOYER and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.

SECTION 2. Nothing in this AGREEMENT will require EMPLOYEES to become or remain members of the UNION, or pay money to the UNION except through direct payment or a voluntary written authorization for the payment of UNION dues through payroll deductions as set forth in Article 12.

SECTION 3. Each EMPLOYEE has the right to:

A. bring matters of personal concern to the attention of appropriate EMPLOYER officials in accordance with applicable rules, regulations, and established policies;

B. self representation with the presence of a UNION Official or UNION representation under Article 32;

C. be represented by an attorney or other representative, at their own expense, in any appeal process except as provided for under Article 32.

SECTION 4. EMPLOYEES have the right to be informed annually by the EMPLOYER of their rights to UNION representation (WEINGARTEN).

SECTION 5. The PARTIES shall jointly inform the EMPLOYEES of their rights as set forth in Article 30.

SECTION 6. Consistent with the STATUTE, a supervisor, management official or confidential employee may not act as a representative of a labor organization if the participation or activity would result in a conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

SECTION 7. EMPLOYEES will be served subpoenas in a private setting to the extent controllable by the EMPLOYER.

SECTION 8. EMPLOYEES are entitled to be free from threats, intimidation, coercion, harassment, reprisal and humiliation. EMPLOYEES also have the right, individually and collectively, to expect and pursue conditions of employment which promote and sustain human dignity and self-respect.

SECTION 9. EMPLOYEES have the right, in accordance with the Privacy Act, to request copies of any records specific to them maintained under their name and/or social security number, or unique identifier associated with the requesting EMPLOYEE. This includes, but is not limited to, their Official Personnel Folder (OPF) and the personnel folder maintained by the EMPLOYER (See Article 23).

ARTICLE 8
EMPLOYER RIGHTS AND RESPONSIBILITIES

SECTION 1. Nothing in this AGREEMENT will supersede any EMPLOYER rights as specified in 5 USC 7106 (see Appendix A).

SECTION 2.

A. Upon notification of changes by higher authority in DOD/DON personnel policies, practices, procedures, and conditions of employment, the respective forums may take those issues for action.

B. Throughout this AGREEMENT where matters are referred to the respective forums, such referral automatically satisfies the EMPLOYERS obligation to consult the UNION.

C. All other issues not covered in this AGREEMENT, may be referred to the respective forums.

SECTION 3. The EMPLOYER will annually inform the EMPLOYEES of their rights to representation (WEINGARTEN).

SECTION 4. The PARTIES will jointly inform the EMPLOYEES of their rights as set forth in Article 30.

ARTICLE 9
UNION RIGHTS AND RESPONSIBILITIES

SECTION 1. Pursuant to 5 U.S.C. 7114(a)(1), the UNION is the exclusive representative of EMPLOYEES in the UNITS. As such, the UNION is entitled to act for and negotiate collective bargaining agreements covering all EMPLOYEES in the UNITS as certified by the Federal Labor Relations Authority (FLRA). The UNION is responsible for representing the interests of all EMPLOYEES in the UNIT it represents without discrimination and without regard to labor organization membership.

SECTION 2. In addition to the provisions of Article 32, and in accordance with 5 U.S.C Chapter 71, the UNION will be given the opportunity to be represented at:

A. any formal discussion (meeting) as defined by the STATUTE. This occurs when one or more representatives of the EMPLOYER and one or more EMPLOYEES and/or their representatives meet and the subject of the discussion covers issues concerning grievances, general personnel policy and practices, or general conditions of employment;

(1) personnel policies and practices are the written and unwritten rules, e.g. past practices, that apply directly to EMPLOYEES in the performance of their duties;

(2) conditions of employment include the personnel policies and practices that apply to EMPLOYEES as well as their actual working conditions;

B. any examination of an EMPLOYEE by a representative of the EMPLOYER in connection with an investigation if:

(1) the EMPLOYEE believes the examination may result in disciplinary action against the EMPLOYEE; and

(2) the EMPLOYEE requests such representation.

SECTION 3. The UNION is the exclusive representative in administrative investigations of EMPLOYEES. The UNION has a right to be present in a criminal investigation of an EMPLOYEE. See Article 30.

SECTION 4. Open communication among the UNION, the EMPLOYERS, and the EMPLOYEES is encouraged.

SECTION 5. The PARTIES will jointly inform the EMPLOYEES of their rights set forth in Article 30.

SECTION 6. The UNION, through appropriate forums, will have the exclusive right to meet and negotiate in good faith with the EMPLOYER as specified by the STATUTE.

SECTION 7. The UNION will be provided the opportunity to greet new EMPLOYEES during their orientation and make them aware of their rights under this AGREEMENT. The UNION will be included in the EMPLOYER'S check-in and check-out procedures involving EMPLOYEES.

SECTION 8. The EMPLOYERS agree to furnish the UNION, upon request, with a report of UNIT employees not more than once each month. The report will contain the name, position title, grade, Unit Identification Code, and accessions and separations. The term "Unit" for the purposes of Unit Identification code means the applicable organizational element.

SECTION 9. Prior to communicating directly with EMPLOYEES through formal surveys or questionnaires regarding conditions of employment, notice will be given to the UNIT representative to the extent controllable by the EMPLOYER.

SECTION 10. The UNION may, but is not required to represent Non-UNION members in the proposal stage of disciplinary actions and on any matter for which a statutory or regulatory appeals procedure exists, e.g., Merit Systems Protection Board (MSPB), Equal Employment Opportunity (EEO), Worker's Compensation, Office of Personnel Management (OPM) classification appeals.

ARTICLE 10
UNION REPRESENTATION/OFFICIAL TIME

SECTION 1. UNION REPRESENTATION

A. Meetings between the UNION representative(s) of the UNIT, in which they are a member, and their respective EMPLOYER for the purpose of resolving the issues and interests among the PARTIES will be on official time. Topics to be discussed will be decided between the PARTIES. This will not be construed to discourage or prevent other formal or informal discussions among the PARTIES in the interest of maintaining a harmonious working environment.

B. The EMPLOYER agrees to recognize Officers, Stewards and other representatives designated by the UNION. The UNION agrees to annually furnish the EMPLOYER with a list of those Officers, Stewards and other representatives and their areas of representation. The UNION agrees to notify the EMPLOYER of any changes of its representatives and/or areas of representation.

C. Stewards will represent EMPLOYEES within their assigned area(s). The UNION will appoint a representative in the absence of a Steward and inform the EMPLOYER of that appointment. The UNION will attempt to select such a representative from within the UNIT; however, the UNION has the undisputed right to select any representative it so desires.

SECTION 2. OFFICIAL TIME

A. The EMPLOYERS agree to authorize a reasonable amount of official time to UNION Representatives who are properly designated in accordance with this AGREEMENT. Official time granted will be to the extent that such time falls within the UNION representative's respective tour of duty and will be used for the purpose of carrying out the following responsibilities to an EMPLOYEE(S):

(1) To consult or negotiate with the EMPLOYERS pursuant to this AGREEMENT.

(2) To represent EMPLOYEE(S) or act as the UNION'S Representative during the preparation and presentation of a grievance to the EMPLOYERS pursuant to Article 32 or a statutory appeal.

(3) To participate on a Committee pursuant to this AGREEMENT.

(4) To enter into problem-resolving discussions with the EMPLOYERS or with EMPLOYEES with respect to matters affecting conditions of employment of EMPLOYEES.

(5) To prepare required reports and correspondence to outside Federal Agencies such as the U.S. Department of Labor and Internal Revenue Service.

(6) To prepare for meetings with the EMPLOYER.

(7) As otherwise authorized by this AGREEMENT, regulations or the STATUTE.

B. ARBITRATION. During the arbitration process involving their UNIT, which includes invoking arbitration, selecting arbitrators, pre-hearing preparation and conference, hearing participation, or preparation of post hearing brief, designated UNION representatives of their UNIT, in which they are a member, will be granted official time by the EMPLOYER of such UNIT as permitted by the STATUTE.

C. TRAINING

(1) Jointly sponsored training by the UNIT and respective EMPLOYER in the areas of labor/management relations shall be provided on official time.

(2) UNION Sponsored Training, when used for training of Stewards, Officers and other representatives of the UNIT, in which they are a member, will be conducted on official time. The amount of official time for such training will be mutually agreed upon by the UNION and the EMPLOYER at the local level. If such training requires travel and the travel is not funded by the EMPLOYER, no-cost orders may be issued as permitted by applicable law and regulation.

SECTION 3. PROCEDURES

A. UNION representatives will notify their immediate supervisor/EMPLOYER of the need for official time prior to leaving the work area to carry out representational duties. If work requirements are such that the representative cannot be excused at that time or for the amount of time requested, the immediate supervisor/EMPLOYER will arrange a mutually acceptable

time for the representative to be excused. The EMPLOYER and its associated UNIT representative may develop local procedures in accordance with this AGREEMENT.

B. Discussions between a UNION representative and the EMPLOYEE will normally be conducted at the EMPLOYEE'S work site provided the environment is conducive to reasonable privacy to conduct business. EMPLOYEES will make prior arrangements with their supervisors/EMPLOYER regarding meeting time and location. If UNION representation of an EMPLOYEE, in which the representative is a member, requires travel outside the local commuting area, the respective EMPLOYER Commander/Commanding Officer or their designated representative and the designated UNION representative will discuss travel arrangements and travel costs will be decided by the respective EMPLOYER consistent with applicable law and regulation. Regardless of how the travel is funded, travel orders will be issued consistent with applicable law and regulation.

C. Should the business take longer than anticipated, the UNIT representatives will contact their supervisor as soon as possible to advise them of this and to request additional time away from the job. Upon returning to work from conducting representational duties, the UNIT representatives will advise their supervisor.

D. UNIT representatives assigned to shifts other than the day shift may be permitted to temporarily change/modify shifts for limited periods of time to conduct representational functions as set forth in this AGREEMENT. The representative will request permission to change shifts from the immediate supervisor/EMPLOYER with as much advance notice as possible. If work requirements are such that the UNIT representative cannot be excused at that time or for the amount of time requested, the immediate supervisor/EMPLOYER will arrange a mutually acceptable time for the UNIT representative to be excused.

E. UNIT representatives will be allowed to perform representational duties while on the clock and will not be forced to meet and confer with the EMPLOYEES after the end of the work shift.

SECTION 4. Any AFGE representative designated by the UNION will be allowed to visit the EMPLOYER'S facilities, subject to applicable security regulations. Such visits will be arranged with appropriate EMPLOYER officials for the purpose of meeting

with officials of the EMPLOYER and/or the UNION and assisting local UNION Officers and Stewards at any step of labor-management processes. The EMPLOYER will provide an adequate meeting place upon request.

SECTION 5. An EMPLOYEE who is elected or appointed to a district or national office position within AFGE may be granted Leave Without Pay (LWOP) in accordance with applicable law and regulation.

SECTION 6. The EMPLOYER recognizes that casual contact occurs between UNION representatives and EMPLOYEES during the normal course of work. Such reasonable contact is acceptable and may include electronic communication in accordance with IT/ADP regulations and/or established local procedures.

ARTICLE 11
OFFICIAL FACILITIES

SECTION 1. The PARTIES agree the UNION should be provided facilities in which to conduct business. Memoranda of Understanding/Agreement (MOUs/MOAs) for use of facilities will be negotiated between the UNION and the EMPLOYERS. It is mutually agreed that current agreements pertaining to existing facilities will remain in full force and effect until these MOUs/MOAs are negotiated. These MOUs/MOAs may address issues such as, but not limited to, office space, telephones, telephone directories, office equipment, NMCI computers and related peripheral equipment, and bulletin boards.

SECTION 2. To the extent permitted by law and regulation, the PARTIES encourage the use of EMPLOYER technologies such as Video Teleconferencing (VTC) and websites for labor-management activities.

ARTICLE 12
WITHHOLDING OF DUES

SECTION 1. The EMPLOYERS agree to process requests for deduction of UNION dues from the pay of all EMPLOYEES who voluntarily authorize such deductions and who are eligible EMPLOYEES within their designated UNIT.

SECTION 2. UNION dues will be deducted from an EMPLOYEE'S pay each pay period when the following conditions have been met:

A. the EMPLOYEE has voluntarily authorized the dues deduction by completing and signing the allotment authorization form i.e., Standard Form (SF) 1187.

B. the EMPLOYEE'S net earnings, after legal and other required deductions, are sufficient to cover the amount of the allotment in each pay period. The EMPLOYEE is responsible for payment of dues to the UNION when net earnings, after legal and other required deductions, are not sufficient to cover the amount of the allotment in the pay period.

C. the UNION has consulted with the servicing HRO/Human Resources Service Center to confirm the EMPLOYEE'S eligibility

D. the UNION has completed and signed its section of the SF-1187. UNION Officials authorized to sign the form will be designated by the UNION.

SECTION 3. The UNION agrees to provide SF-1187s to eligible EMPLOYEES desiring to authorize a payroll deduction for dues. The UNION will inform and educate EMPLOYEES concerning the dues allotment and use of the SF-1187.

SECTION 4. The payroll allotment will be terminated when the EMPLOYEE is no longer a UNIT member, when the UNION notifies the payroll office that the EMPLOYEE has been expelled or has ceased to be a member in good standing, or when the EMPLOYEE terminates the allotment for deduction of UNION dues using the SF-1188. The UNION will inform and educate EMPLOYEES concerning the termination process and use of the SF-1188. The EMPLOYER will provide the SF-1188 at the request of the EMPLOYEE. Upon completion, the EMPLOYEE will submit the SF-1188 to the UNION and the UNION will forward the SF-1188 to the servicing payroll office. Termination will not become effective until the first full bi-weekly pay period following the anniversary date of the SF-1187, and subsequent anniversary date.

SECTION 5. The amount of the UNION dues to be deducted each pay period will remain as originally certified to on the SF-1187 until the UNION certifies a change in the amount and notifies the servicing payroll office and/or Defense Finance and Accounting Service (DFAS).

SECTION 6. Each pay period DFAS should provide a listing to the UNION which will identify by name and EMPLOYEE number the amount of the allotment deduction for each EMPLOYEE in the UNIT they represent to the extent permitted by law. In the event that DFAS does not provide a listing, the UNION will notify the EMPLOYER who will contact DFAS to attempt resolution.

SECTION 7. When the EMPLOYER believes a position subject to dues withholding is no longer eligible for such a deduction, the UNION will be notified before such deduction is terminated. When a dispute arises concerning the UNIT status of the EMPLOYEE on dues withholding, no action will be taken on the UNIT status, and the allotment will continue until the matter is resolved by the Federal Labor Relations Authority (FLRA).

ARTICLE 13
HOURS OF WORK

SECTION 1. The basic administrative workweek for EMPLOYEES is the calendar week of Sunday through Saturday as set forth by 5 CFR Part 610. Except when the EMPLOYER determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the EMPLOYER will provide at least 2 weeks advance notice to EMPLOYEES of required changes in permanent work schedules. Changes in basic workweeks should be held to the minimum necessary to execute EMPLOYER functions. Alternative Work Schedules (AWS) such as Flex Time and compressed workweeks may be administered in accordance with applicable law and regulation and negotiated EMPLOYER instructions.

SECTION 2. EMPLOYEES in an on-call or standby status will be compensated in accordance with applicable law and regulation.

SECTION 3. Eligible EMPLOYEES may participate in telework in accordance with negotiated EMPLOYER instructions, applicable law and regulation.

ARTICLE 14

OVERTIME

SECTION 1. Overtime is work or duty, which is required and authorized by the EMPLOYER, performed by an EMPLOYEE, in excess of an eight hour workday or in excess of a 40 hour administrative workweek as established by law and regulation. For EMPLOYEES on a compressed or alternate work schedule, hours authorized and worked in excess of the compressed or alternate schedule may qualify as overtime or compensatory hours as governed by applicable law and regulation and the respective work schedule. Overtime is paid at the appropriate overtime rates or is compensatory time off, consistent with applicable law and regulation.

SECTION 2. The EMPLOYER will notify EMPLOYEES, as much in advance as possible, of overtime assignments when the EMPLOYER becomes aware of the need.

SECTION 3. If an EMPLOYEE is on duty and available for overtime, the EMPLOYEE's use of paid leave during the same pay period will not be a basis for denying overtime.

SECTION 4. EMPLOYEES within an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills. This will not necessarily result in everyone having the same number of overtime hours worked. In the absence of sufficient qualified volunteers for overtime work, the EMPLOYER has the right to direct overtime. Overtime is not voluntary in nature; however, individual EMPLOYEES will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified EMPLOYEES willing to work. Overtime records for the preceding six months will be made available to the UNION upon request as permitted by law and regulation.

SECTION 5. The PARTIES may negotiate additional procedures for distribution of overtime during the life of this AGREEMENT, after considering the experience with the procedures set forth in this Article.

SECTION 6. EMPLOYEES called back to work at a time outside of and unconnected with their scheduled hours of work within their basic workweek to perform unscheduled overtime will receive at least two hours call back overtime pay, including any night differential and/or additional pay to which they are entitled,

consistent with applicable law and regulation even if their services cannot be utilized when they report to work.

SECTION 7. The EMPLOYEE may request compensatory time off in lieu of overtime pay for irregular or occasional overtime under the circumstances specified in applicable law and regulation.

SECTION 8. Insofar as practicable, travel during non-duty hours will not be required of an EMPLOYEE. EMPLOYEES in a travel status will be compensated subject to provisions of 5 CFR Parts 550 and 551 and the Fair Labor Standards Act (FLSA).

SECTION 9. EMPLOYEES in an on-call or standby status to include, but not limited to, periods of destructive weather or recovery from emergency conditions, will be compensated subject to provisions of 5 CFR Parts 550 and 551.

ARTICLE 15
ENVIRONMENTAL AND HAZARDOUS DIFFERENTIAL

SECTION 1. Environmental and hazardous differential will be payable consistent with guidelines found in 5 CFR Parts 532 and 550 when EMPLOYEES are performing duties which expose them to the hazards identified in the 5 CFR Parts above.

ARTICLE 16
LEAVE

SECTION 1. ANNUAL LEAVE

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of annual leave (5 CFR Part 630).

B. REQUESTING ANNUAL LEAVE. All requests for scheduled annual leave will be submitted by EMPLOYEES on a SF-71, "Application for Leave" form, by email with SF-71 attached, and/or via appropriate inputs within an automated time and attendance system. The EMPLOYER is responsible for prompt approval/disapproval of leave requests. The PARTIES agree that there are unique work and shift schedules for EMPLOYEES such as firefighters, childcare workers, healthcare personnel, police officers, and other shift workers. The PARTIES agree that procedures for scheduling leave for these unique EMPLOYEES may be negotiated. Procedures for requesting and approving/disapproving annual leave are as follows:

(1) An EMPLOYEE who has annual leave accrued may be granted annual leave, provided the EMPLOYER has been given reasonable advance notice by the EMPLOYEE in order for the EMPLOYER to make a decision based upon workload considerations.

(2) The EMPLOYER should approve/disapprove an EMPLOYEE'S annual leave request prior to the EMPLOYEE'S requested absence. For purposes of this AGREEMENT the term "workload considerations" takes into account factors such as manpower and workload requirements.

C. UNSCHEDULED ANNUAL LEAVE FOR EMERGENCY PURPOSES.

(1) EMPLOYEES are expected to provide the EMPLOYER with as much advance notice as possible regarding a need for unscheduled annual leave. If the need for unscheduled annual leave occurs prior to the start of the EMPLOYEES' scheduled work shift, they will contact the EMPLOYER within two (2) hours of the start of their scheduled work shift. Unscheduled annual leave requests will be approved/disapproved on a case-by-case basis. The EMPLOYER may consider extenuating circumstances in the event notice is not received within the specified call-in time. If EMPLOYEES are prevented from personally contacting the EMPLOYER, notification of the absence may be made by another responsible person; however, in all instances EMPLOYEES are responsible for assuring that notification to the EMPLOYER is

made. Notification to the EMPLOYER will include the EMPLOYEE'S name, the nature of the emergency, and the estimated duration of the absence. Notification does not, in itself, assure that leave will be approved. If the EMPLOYEE speaks directly to the EMPLOYER, the EMPLOYEE should assume leave is approved for the amount of time requested unless specifically disapproved at that time. If the EMPLOYEE anticipates absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the EMPLOYER, indicating the anticipated length of the absence. The EMPLOYEE will submit a SF-71 and/or appropriate leave request within an automated time and attendance system to the EMPLOYER upon return to work.

D. SCHEDULING EXTENDED ANNUAL LEAVE

(1) To receive priority consideration, requests for annual leave for extended periods of time, of one or more basic work weeks, will be submitted to the EMPLOYER no later than 1 March of each year. The PARTIES agree that EMPLOYEES who do not request annual leave for extended periods by 1 March still may do so at anytime during the leave year, with the understanding that the request may not be granted if the EMPLOYEE'S request conflicts with the choice of another EMPLOYEE(S) who have requested leave by 1 March.

(2) When it is necessary to restrict the number of EMPLOYEES granted leave during a particular period and conflicts in scheduling occur, the EMPLOYER may confer with the EMPLOYEES concerned to obtain mutual agreement to resolve the conflict. If this step fails, EMPLOYER will use the earliest service computation date as the deciding factor. EMPLOYEES affected by a necessary change in the leave schedule have the right to reschedule their leave. At an EMPLOYEE'S request, the EMPLOYER may approve a change in selection provided another EMPLOYEE'S previously approved choice is not affected. Requests for the same leave period submitted after 1 March will be considered on a "first come, first served" basis.

E. DISAPPROVAL OF ANNUAL LEAVE. If annual leave is disapproved, the specific reasons for the disapproval will be written on the SF-71 and/or submitted via the appropriate process within an automated time and attendance system and provided to the EMPLOYEE.

F. CANCELLATION OF PREVIOUSLY APPROVED ANNUAL LEAVE. When leave has been requested and approved, the EMPLOYER will not cancel leave approval except to meet situations of emergency or

operational commitments. When previously approved leave must be cancelled, EMPLOYEES will be advised of the reason for the cancellation as soon as possible after the need has been determined.

G. ADVANCE ANNUAL LEAVE. Upon written request by the EMPLOYEE, with reasonable justification to the EMPLOYER, and in accordance with applicable law and regulation, annual leave may be advanced to the EMPLOYEE subject to the following conditions:

(1) The amount of leave advanced may not exceed that which will be earned during the remainder of the leave year.

(2) There is a reasonable expectation that the EMPLOYEE will return to duty for a period of time sufficient to repay the advance (See DoD 7000.14-R, Volume 8, Chapter 5).

H. USE OR LOSE ANNUAL LEAVE. Use of Lose Annual Leave is governed by applicable law. It is the EMPLOYEE'S responsibility to request scheduling of use or lose annual leave. The PARTIES agree that EMPLOYEES should schedule use or lose annual leave as soon as possible.

I. RESTORATION OF USE OR LOSE ANNUAL LEAVE. Per 5 CFR Part 630, requests for use or lose annual leave submitted after three pay periods before the end of the leave year that are denied, and that cannot be rescheduled before the end of the leave year, are forfeited.

J. SCHEDULED SHUTDOWNS. For purposes of scheduling annual leave, the EMPLOYER will post all known periods of shutdown for the calendar year as soon as possible.

K. ANNUAL LEAVE AND THE FAMILY AND MEDICAL LEAVE ACT (FMLA). In accordance with applicable law and regulation, EMPLOYEES are entitled to a total of 12 administrative workweeks of Leave Without Pay (LWOP) during any 12-month period under FMLA and they may substitute annual leave for LWOP. For further information on FMLA entitlements, see Section 10 of this Article and 5 CFR Part 630, Subpart L.

SECTION 2. SICK LEAVE

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of sick leave.

B. SICK LEAVE CRITERIA. EMPLOYEES accrue sick leave in accordance with applicable law and regulation. In accordance with 5 CFR Part 630, Subpart D, sick leave is an EMPLOYEE benefit and the EMPLOYEE has a statutory right to use as follows:

(1) Receives medical, dental, or optical examination or treatment;

(2) Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;

(3) Provides care for a family member, as defined below, who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;

(4) Provides care for a family member with a serious health condition as defined in 5 CFR 630.1202;

(5) Makes arrangements necessitated by the death of a family member, as defined below, or attends the funeral of a family member;

(6) Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed; or

(7) would, as determined by health authorities having jurisdiction or by a health care provider as defined in 5 CFR 630.1202, jeopardize the health of others by his or her exposure to a communicable disease.

(8) The amount of sick leave granted to an EMPLOYEE during any leave year for the purposes described in paragraphs 2b(3) and 2b(5) above may not exceed a total of 104 hours or, for a part-time EMPLOYEE or an EMPLOYEE with an uncommon tour of duty, the number of hours of sick leave he or she normally accrues during a leave year as provided for under 5 CFR 630.401(b).

(9) The amount of sick leave granted to an EMPLOYEE during any leave year for the purposes described in paragraph 2b(4) above may not exceed a total of 480 hours or, for a part-

time EMPLOYEE or EMPLOYEE with an uncommon tour of duty, an amount of sick leave equal to 12 times the average number of hours in his or her scheduled tour of duty each week, subject to limitations set forth in law and regulation.

(10) If, at the time an EMPLOYEE uses sick leave to care for a family member with a serious health condition as described in paragraph 2b(4) above, he or she has used any portion of the sick leave for purposes described in paragraphs 2b(3) and/or 2b(5) above during that leave year, the EMPLOYER must subtract that amount from the maximum number of hours authorized for use as described in paragraph 2b(4) above to determine the total amount of sick leave the EMPLOYEE may use during the remainder of the leave year to care for a family member with a serious health condition. If an EMPLOYEE has previously used the maximum amount of sick leave authorized for use as described in paragraph 2b(4) above in a leave year, he or she is not entitled to use additional sick leave as described in paragraphs 2b(3) and 2b(5) above.

(11) When sickness occurs within a period of annual leave the EMPLOYER may grant sick leave for the period of sickness.

C. DEFINITION OF A FAMILY MEMBER. A family member is defined by 5 CFR 630.201 as an EMPLOYEE'S spouse and parents thereof; children including adopted children, and spouses thereof; parents; brothers and sisters and spouses thereof; and any individual related by blood or affinity whose close association with the EMPLOYEE is equivalent of a family relationship.

D. REQUEST FOR SCHEDULED SICK LEAVE. An EMPLOYEE will submit a written request (SF-71) and/or appropriate leave request within an automated time and attendance system for scheduled sick leave in accordance with established procedures. The PARTIES further agree that sick leave documentation and information will be strictly handled in a confidential and discreet manner.

E. EVIDENCE IN SUPPORT OF SICK LEAVE.

(1) In accordance with 5 CFR 630.403(a), the EMPLOYER may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. The EMPLOYER may consider an EMPLOYEE'S self-certification as to the reason for his or her absence as administratively acceptable evidence,

regardless of the duration of the absence. The EMPLOYER may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of three (3) workdays/shifts, or for a lesser period when the EMPLOYER determines it is necessary. Such determinations may be grieved under Article 32. The EMPLOYEE must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the EMPLOYER requests such medical certification as required by 5 CFR 630.403(b).

(2) If the EMPLOYER has reason to believe that an EMPLOYEE may be abusing the sick leave privilege, the EMPLOYER may advise the EMPLOYEE via a Letter of Requirement that all future requests for unscheduled sick leave must be supported by a medical certificate verifying incapacitation as required by 5 CFR 630.403(b).

(3) In accordance with 5 CFR 630.403(c), the EMPLOYER may require an EMPLOYEE requesting sick leave to care for a family member in situations described in paragraph 2b(4) above to provide an additional written statement from the health care provider concerning the family member's need for psychological comfort and/or physical care. This statement must certify that:

a. The family member requires psychological comfort and/or physical care;

b. The family member would benefit from the EMPLOYEE'S care of presence; and

c. The EMPLOYEE is needed to care for the family member for a specified period of time.

F. SICK LEAVE NOTIFICATION. EMPLOYEES are expected to provide the EMPLOYER with as much advance notice as possible regarding a need for scheduled and unscheduled sick leave. If the need for unscheduled sick leave occurs prior to the start of the EMPLOYEES' scheduled work shift, they will contact the EMPLOYER within two (2) hours of the start of their scheduled work shift. Unscheduled sick leave requests will be approved or disapproved on a case-by-case basis. Extenuating circumstances may be considered by the EMPLOYER in the event notice is not received within the specified call-in time. If EMPLOYEES are prevented from personally contacting the EMPLOYER, notification of the absence may be made by another responsible person;

however, in all instances EMPLOYEES are responsible for assuring that notification is made. Notification to the EMPLOYER will include the EMPLOYEE'S name, the nature of the emergency, and the estimated duration of the absence. Notification does not, in itself, assure that leave will be approved. If the EMPLOYEE speaks directly to the EMPLOYER, the EMPLOYEE should assume leave is approved for the amount of time requested unless specifically disapproved at that time. If the EMPLOYEE anticipates absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the EMPLOYER indicating the anticipated length of the absence. The EMPLOYEE will submit a SF-71 and/or appropriate leave request within an automated time and attendance system to the EMPLOYER upon return to work.

G. ADVANCING SICK LEAVE. When there is reasonable expectation that an EMPLOYEE will return to duty in cases of serious illness or disability, an EMPLOYEE may be advanced sick leave up to the maximum as established by law provided that:

(1) The EMPLOYEE submits a written request to the EMPLOYER prior to the desired effective date of the advance leave unless prevented from doing so by the disability or illness. The EMPLOYEE'S request must be supported by medical documentation.

(2) There is reasonable assurance that the EMPLOYEE will return to duty for a sufficient period of time to earn the sick leave that is advanced.

(3) All earned sick leave to the EMPLOYEE'S credit is exhausted before the date the advanced sick leave is to begin.

H. SICK LEAVE AND THE LEAVE DONOR PROGRAM. In accordance with applicable laws and regulations, an EMPLOYEE who has been affected by a medical emergency and has exhausted all available sick leave may make written request to the EMPLOYER to become a leave recipient under the Leave Donor Program as further discussed in Section 8 of this Article.

I. SICK LEAVE AND THE FAMILY AND MEDICAL LEAVE ACT (FMLA). In accordance with applicable law and regulation, EMPLOYEES are entitled to a total of 12 administrative workweeks of Leave Without Pay (LWOP) during any 12-month period under FMLA and they may substitute sick leave for LWOP as specified in 5 CFR Part 630 Subpart L. For further information on FMLA entitlements, see Section 9 of this Article.

SECTION 3. LEAVE WITHOUT PAY

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of Leave Without Pay (LWOP).

B. DEFINITION OF LWOP. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty granted upon an EMPLOYEE'S request. The permissive nature of LWOP distinguishes it from Absence Without Leave (AWOL), which is an absence from duty that is not authorized or approved. Authorizing LWOP is a matter of administrative discretion by the EMPLOYER and as amplified in this AGREEMENT, except as otherwise provided by applicable law and regulation.

C. REQUESTING LWOP. LWOP requests will be submitted to the EMPLOYER as far in advance as possible prior to the date the requested LWOP is to begin. The request will either be approved or disapproved by the EMPLOYER. LWOP granted an EMPLOYEE may not, at a later time, be converted to annual or sick leave except as provided by applicable law and regulation (See DoD 7000.14-R, Volume 8, Chapter 5).

D. EMPLOYEE RETURN FROM LWOP STATUS. The EMPLOYER recognizes the obligation to return an EMPLOYEE to duty at the expiration of a period of approved LWOP to a position and rate of pay to which the EMPLOYEE is entitled by applicable law and regulation (See DoD 7000.14-R, Volume 8, Chapter 5).

E. LWOP AND THE FAMILY AND MEDICAL LEAVE ACT (FMLA). The Family and Medical Leave Act (FMLA) entitles an EMPLOYEE to a total of 12 administrative workweeks of LWOP during any 12-month period for purposes as defined by applicable law and regulation and as further discussed in Section 10 of this Article.

SECTION 4. ADMINISTRATIVE LEAVE

A. PURPOSE. To provide guidance to the PARTIES regarding the EMPLOYER'S use of administrative leave.

B. DEFINITION OF ADMINISTRATIVE LEAVE. Administrative leave is an excused absence from duty without loss of pay and without charge to annual or sick leave.

C. VOTING AND REGISTRATION

(1) EMPLOYEES who are in a duty status on a day that a federal, state, county or municipal election is held, may be granted the minimum hours necessary to provide three hours time either immediately after the polls open or before the polls close in order to permit them to cast their ballots. Under exceptional circumstances, additional time may be granted not to exceed eight hours. EMPLOYEES who are off duty for three consecutive hours or more while the polls are open will not be granted excused time to vote. Any excused time to vote requires prior coordination with the EMPLOYER. When permitted by voting regulations, EMPLOYEES such as firefighters, security personnel and those on or scheduled to go on Temporary Additional Duty (TAD), are encouraged to vote by absentee ballot.

(2) EMPLOYEES who vote in jurisdictions which require registration in person may receive administrative leave to register on the same basis as specified in paragraph 4(b)(1) above. However, it is understood that no excused time will be provided to register if registration can be accomplished on a non-workday.

D. INCLEMENT WEATHER OR EMERGENCY CONDITIONS

(1) The EMPLOYER will determine when inclement weather or any other emergency conditions are such as to warrant announcements of special reporting instructions or excused absences, in accordance with its procedures.

(2) When the EMPLOYER determines it is necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether EMPLOYEES should or should not be charged leave for an absence depends upon the EMPLOYEES' duty or leave status at the time of dismissal as follows:

a. If EMPLOYEES were on duty and were excused, there is no charge to leave for the remaining hours of the work shift after being excused.

b. If EMPLOYEES were on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged from the time the EMPLOYEES departed until the time set for dismissal.

c. EMPLOYEES who are on scheduled leave before notice of early dismissal is received will be charged leave for the amount of time requested for that day.

(3) When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station or an assigned site away from the duty station prevents EMPLOYEES from getting to work on time or at all, these EMPLOYEES may be granted administrative leave on a case-by-case basis.

E. BLOOD DONATION. The EMPLOYER may grant EMPLOYEES administrative leave to participate in EMPLOYER-sponsored blood drives. If granted, the amount of administrative leave should be sufficient to allow EMPLOYEES to travel to the donation site, donate, recuperate, and travel back to their duty location, normally not to exceed 4 hours. Such excusal does not cover an EMPLOYEE who gives blood for his or her personal use or receives compensation for giving blood. (See DoD 7000.14-R, Volume 8, Chapter 5)

F. BONE MARROW OR ORGAN DONATION. The EMPLOYER may grant EMPLOYEES administrative leave to participate in blood testing for the purpose of being placed on a Bone Marrow Donor Registry or as a potential organ donor. If EMPLOYEES are notified and requested to be bone marrow or organ donors, they are entitled under 5 USC 6327 to 7 (bone marrow donor) and 30 (organ donor) days, respectively, of paid leave each calendar year (in addition to annual and sick leave) to serve as a donor. For medical procedures and recuperation requiring absences longer than that allowed by law and regulation, EMPLOYERS may continue to accommodate EMPLOYEES by granting additional time off in the form of accrued sick leave and/or annual leave, as appropriate; advance sick/annual leave; donated annual leave from a leave donor program; and Leave Without Pay (LWOP).

G. OTHER USES OF ADMINISTRATIVE LEAVE. The EMPLOYER may excuse EMPLOYEES for brief periods for any other reasons that are deemed by the EMPLOYER to be in the best interest of the community, public or the Department of the Navy.

SECTION 5. OTHER PAID LEAVE

A. ABSENCE OF VETERANS TO ATTEND FUNERAL SERVICES. Under certain circumstances, 5 USC 6321 provides for excused absence from duty for certain EMPLOYEES who are veterans to participate in funeral ceremonies for a member of the Armed Forces whose remains are returned from abroad for final interment in the United States. EMPLOYEES should contact their servicing HRO for additional information on this subject.

B. ABSENCE IN CONNECTION WITH FUNERALS OF IMMEDIATE RELATIVES IN THE ARMED FORCES. Under 5 USC 6326, an EMPLOYEE is entitled to leave without loss of or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating, to make arrangements for, attend the funeral of, or memorial service for an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone. EMPLOYEES should contact their servicing HRO for additional information on this subject.

SECTION 6. COURT LEAVE

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of court leave.

B. DETERMINING IF COURT LEAVE IS APPROPRIATE. When EMPLOYEES are under summons to serve on a jury or to qualify for jury service, or are subpoenaed as a witness, time lost from the work schedule will be charged to court leave, official duty time, annual leave or Leave Without Pay (LWOP) as applicable. If an EMPLOYEE is on annual leave when called to jury duty or witness service, court leave will be substituted by the EMPLOYER, and no charge will be made to annual leave for the court service. An EMPLOYEE under proper summons from a court for jury duty should be granted court leave for the entire period, regardless of the number of hours per day or days per week he/she actually serves on the jury during the period. Jury service for which an EMPLOYEE is entitled to court leave does not include periods where the EMPLOYEE is excused or discharged by the court, either for an indefinite period, subject to call by the court or for a definite period in excess of 1 day. Figure 1 contained in this Section outlines the regulatory benefits granted to EMPLOYEES who perform jury service or act as witnesses.

C. PROCEDURES TO FOLLOW WHEN COURT LEAVE IS USED.

(1) If EMPLOYEES are called to perform the above civic duties, the EMPLOYEES will promptly notify the EMPLOYER in order that arrangements may be made for the EMPLOYEES to perform these duties. Should extenuating workload considerations exist the EMPLOYER may request that the EMPLOYEES be released from these duties, and subject to approval by the court. Such requests do not relieve the EMPLOYEES of civic responsibility UNLESS DISMISSED BY THE COURT.

(2) Court leave may be granted only after EMPLOYEES presents the EMPLOYER with the original or true copy of the summons for jury service or subpoena for witness service. Such documentation will be presented as soon as possible, prior to the beginning of jury or witness service. Upon completion of such service, EMPLOYEES will provide signed documentation from the court which shows the dates of their service.

(3) EMPLOYEES on court leave or official duty status for jury or witness service are not entitled to a jury or witness fee. EMPLOYEES are entitled to keep any court determined expenses over and above any jury or witness fee. If a court should present EMPLOYEES with a fee, the EMPLOYEES will present such fee to the EMPLOYER together with certification of service from the court as specified in paragraph (d) above, for proper disposition.

D. EMPLOYEES who are normally assigned to evening shift, night shift or other work schedules and are required to appear in court, whether on jury duty or as a witness during the day may be granted an adjustment in their regular schedule in order to coincide with the court day(s), at their request. In the alternative, the EMPLOYEE may request court leave for the EMPLOYEE's regularly scheduled tour of duty, to allow for sufficient rest to perform their court duties. In such cases, the EMPLOYEE will not suffer any loss of pay and will continue to be entitled to night differential or other regularly scheduled premium payments in accordance with applicable payroll policies.

E. RETURN TO DUTY AT COMPLETION OF COURT LEAVE. When EMPLOYEES are excused from jury service or as witnesses, in time to permit them to return to their duty site for at least three hours during the normal workday, the EMPLOYEES will do so or request appropriate leave.

EMPLOYEE ABSENCES FOR COURT OR COURT RELATED SERVICES

NATURE OF SERVICE	TYPE OF ABSENCE			FEES			GOVERNMENT TRAVEL EXPENSES	
	COURT LEAVE	OFFICIAL DUTY	ANNUAL LEAVE OR LWOP	NO	YES		NO	YES*
					RETAIN	TURN IN		
I. JURY SERVICE								
A. US or DC Court.	X			X			X	
B. State or Local Court.	X					X	X	
II. WITNESS SERVICE								
A. On behalf of US or DC govt.		X		X				X
B. On behalf of State or Local govt.								
1. In official capacity.		X				X		X
2. Not in official capacity.	X					X	X	
C. On behalf of Private Party.								
1. In official capacity.		X				X		X
2. Not in official capacity.								
a. When a party is US, DC, or State Govt.	X					X	X	
b. When a party is not US, DC, State, or Local govt.			X		X		X	

* Offset to the extent paid by the court, authority, or party which caused the employee to be summoned.

SECTION 7. MILITARY AND LAW ENFORCEMENT LEAVE

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of military and law enforcement leave which allows EMPLOYEES who are members of the Selected Reserve and National Guard the opportunity to participate in annual active duty, active duty training and inactive duty training as set forth in 5 USC 6323(a) and to provide assistance in enforcing the law, as in a riot, or to prevent looting following a natural or man-made disaster. The PARTIES agree that EMPLOYEES may not be denied hiring, retention in employment, or any promotion or other incident or advantage of employment because of their military obligations.

B. MILITARY LEAVE

(1) The EMPLOYER recognizes the obligation to cooperate with all reserve components of the Armed Forces by granting leaves of absence to EMPLOYEES for military training purposes in accordance with applicable law and regulation.

(2) The EMPLOYER acknowledges that EMPLOYEES may not receive official orders for active duty, active duty training and inactive duty training far in advance of the reporting date. However, EMPLOYEES are expected to give as much prior notice as possible in requesting leave for active duty, active duty training and inactive duty training to allow the EMPLOYER to accommodate their absences.

(3) Upon submission of official orders received from their military reserve component to the EMPLOYER, eligible EMPLOYEES will be granted the appropriate regulatory amount of military leave with pay using the following guidelines:

a. Full-time EMPLOYEES eligible for and using military leave receive 15 calendar days credit each fiscal year or as allowed by applicable law and regulation.

b. Part-time EMPLOYEES eligible for and using military leave will receive credit on a prorated basis or as allowed by applicable law and regulation.

c. The credited military leave unused in a fiscal year may be carried over to the next fiscal year. The total carryover may not exceed the maximum allowed by applicable law and regulation, currently 15 calendar days.

d. Military leave is limited by applicable law and regulation to a maximum number of calendar days during any one fiscal year, currently 30 days.

e. Annual leave or LWOP may be granted when military leave is not applicable, or has been exhausted. Sick leave may be granted under strictly limited and controlled situations. EMPLOYEES should contact their servicing HRO for additional information on this subject.

f. Military leave should be credited to full-time EMPLOYEES on the basis of an 8-hour workday. The minimum charge for military leave is 1 hour. EMPLOYEES may be charged military leave only for hours that they would otherwise have worked and received pay.

g. EMPLOYEES returning from a period of service in the uniformed services must be reemployed by the "pre-service" EMPLOYER, provided the EMPLOYEE meets eligibility criteria as set forth in Uniformed Services Employment and Reemployment Rights Act (USERRA).

(4) The EMPLOYER recognizes that granting leave to perform active duty, active duty training and inactive duty training is a mandatory requirement. However, the mandatory granting of appropriate leave for active duty, active duty training and inactive duty training is based on the assumption that EMPLOYEES have followed leave procedures and have provided acceptable documentation to the EMPLOYER.

C. LAW ENFORCEMENT LEAVE. The use of this leave is dependent on official military orders expressly for the purpose of aiding in law enforcement in such situations as riots, or prevention of looting in a natural or man-made disaster. Guardsmen may be ordered to duty by the governor of a state or they may be federalized. This leave is different from that of military leave and the two leave categories are not interchangeable. Additional information regarding law enforcement leave is provided below:

(1) Use of law enforcement leave in a calendar year may not exceed the maximum allowed by applicable law and regulation, currently 22 workdays.

(2) Until the 22 workday limit is exhausted, use of law enforcement leave is non-discretionary and neither EMPLOYEES nor

the EMPLOYER may choose to use any other type of leave charge or excused absence for the purpose of law enforcement duty.

(3) Once law enforcement leave is exhausted, EMPLOYEES may request either military leave or other leave in accordance with applicable law and regulation.

(4) For pay entitlements, gross military pay (exclusive of travel, transportation, or per diem allowance) received for law enforcement duties is offset against civilian pay entitlement, including overtime that would have been received during the entire period that the EMPLOYEE is under orders as set forth in 5 USC 5519.

a. Only military pay for those workdays within the normally scheduled tour of duty as a civilian are counted in figuring offset.

b. Official vouchers submitted by EMPLOYEES upon their return are sufficient evidence for figuring offset.

D. DOCUMENTATION. Upon return from military or law enforcement leave, EMPLOYEES will submit endorsed orders to the EMPLOYER for disposition.

SECTION 8. LEAVE DONOR PROGRAM

A. PURPOSE. To provide guidance to the PARTIES of the provisions of the Voluntary Leave Transfer Program, a program under which annual leave accrued or accumulated by Federal employees may be voluntarily donated to other Federal employees who have a medical emergency that will likely result in a substantial loss of income due to the unavailability of paid leave as set forth 5 CFR Subpart I.

B. APPLICATION TO BECOME A LEAVE RECIPIENT. An application to become a leave recipient by or on behalf of an EMPLOYEE who has been affected by a medical emergency, must be made in writing to the EMPLOYER. The EMPLOYER will approve/disapprove the request and notify the EMPLOYEE in writing of its decision within 10 working days of receiving the request. The EMPLOYER may use a variety of methods to publicize the leave recipient's need for donations of annual leave.

C. APPLICATION TO BECOME A LEAVE DONOR. EMPLOYEES may make written application to the EMPLOYER to donate annual leave to a leave recipient. Leave donors and hours donated are

CONFIDENTIAL and will not be released. Annual leave may be donated with the following limitations:

(1) A minimum of one hour may be transferred;

(2) the maximum amount that can be donated is one-half of the amount of annual leave which would accrue in the leave year that the donation is made.

D. TERMINATION OF MEDICAL EMERGENCY. In accordance with 5 CFR 630.910, termination of a medical emergency will occur when:

(1) the leave recipient's Federal service is terminated;

(2) at the end of the biweekly pay period in which the leave recipient's employing agency receives written notice from the leave recipient or from a personal representative of the leave recipient that the leave recipient is no longer affected by a medical emergency;

(3) at the end of the biweekly pay period in which the leave recipient's employing agency determines, after written notice from the agency and an opportunity for the leave recipient (or, if appropriate, a personal representative of the leave recipient) to answer orally or in writing, that the leave recipient is no longer affected by a medical emergency; or

(4) at the end of the biweekly pay period in which the leave recipient's employing agency receives notice that the Office of Personnel Management has approved an application for disability retirement for the leave recipient under the Civil Service Retirement System or the Federal Employees' Retirement System.

E. RESTORATION OF DONATED LEAVE. Leave donors will be notified by the EMPLOYER of the termination of the medical emergency when unused donated leave will be returned to them. The unused donated leave will be returned on a prorated basis subject to the limitations established by law and regulation.

F. AMPLIFICATION. EMPLOYEES should contact their servicing HRO for additional information on this Program.

SECTION 9. FAMILY AND MEDICAL LEAVE ACT (FMLA)

Civil service employees are covered under Title II. 5 CFR Part 630.1201 (b).

A. PURPOSE. To provide guidance to the PARTIES on the provisions of the Family and Medical Leave Act (FMLA).

B. ENTITLEMENTS. An EMPLOYEE is entitled to a total of 12 administrative workweeks of unpaid leave during any 12 month period for the following reasons:

(1) Birth of a child and care of newborn;

(2) placement of a child with an EMPLOYEE for adoption or foster care;

(3) care for spouse, child, or parent with serious health condition;

(4) serious health condition of the EMPLOYEE.

C. ELIGIBILITY. To be eligible for FMLA leave under Title II, an employee must have worked as a civil servant for 12 months. 5 CFR Part 630.1201 (b) (1).

D. LEAVE SCHEDULING. Leave may be scheduled on a continuous, intermittent or reduced leave schedule as follows:

(1) INTERMITTENT LEAVE. Leave taken in separate blocks of time rather than for one continuous period of time, and may include leave periods of less than one hour to several weeks.

(2) REDUCED LEAVE SCHEDULE. A work schedule under which the usual number of hours of regularly scheduled work per day or week of an EMPLOYEE is reduced.

E. SUBSTITUTION OF PAID LEAVE FOR LEAVE WITHOUT PAY. An EMPLOYEE may elect to substitute annual leave or sick leave, consistent with applicable law and regulation, for unpaid leave for any part or all of the 12 week leave entitlement.

F. REQUESTS FOR FMLA LEAVE. To apply for FMLA leave, the EMPLOYEE will submit a request at least 30 days in advance, if possible. In an emergency situation, notice from an EMPLOYEE'S family member or other responsible party will suffice until the EMPLOYEE is able to contact the EMPLOYER to provide additional information.

G. MEDICAL CERTIFICATION. The EMPLOYER may require medical certification subject to applicable law and regulation. The

EMPLOYER may also require periodic status reports on the EMPLOYEE'S ability or intention to return to work.

H. PROTECTION OF EMPLOYMENT AND BENEFITS

(1) An EMPLOYEE who takes FMLA leave is entitled to be restored to the same or equivalent position, with equivalent benefits, pay, status, and other terms and conditions of employment.

(2) If on leave without pay, an EMPLOYEE may elect to continue Federal Employee Health Benefits (FEHB) coverage and make arrangements to pay the EMPLOYEE contribution.

I. AMPLIFICATION. EMPLOYEES who desire more specific information on FMLA should be referred to the servicing HRO for guidance and details.

ARTICLE 17
RETIREMENT

SECTION 1. PURPOSE. To provide information to EMPLOYEES regarding retirement from federal service. This article applies only to regular voluntary retirement and not to special retirement situations such as Discontinued Service, Reduction-in-Force, and Voluntary Early Retirement Authority (VERA).

SECTION 2. The EMPLOYERS will notify EMPLOYEES and the UNION of any changes to the retirement systems.

SECTION 3. The EMPLOYERS will provide EMPLOYEES and the UNION with information regarding scheduled retirement seminars. This information will include the criteria for attendance, date, location, and duration of these seminars. If the EMPLOYER approves their attendance, EMPLOYEES will be allowed to attend these retirement seminars at no charge to their leave.

SECTION 4. EMPLOYEES who submit retirement paperwork may reverse their decision to retire, pull their paperwork back, and remain in their position where permitted to do so under applicable law and regulation. EMPLOYEES desiring to pull back their retirement paperwork must contact their servicing HRO immediately and submit their desire in writing.

ARTICLE 18
AREA WAGE SURVEY

SECTION 1. The EMPLOYER will notify the UNION as soon as information is received by the EMPLOYER that the Department of Defense Wage Fixing Authority has directed the start of an official Area Wage Survey. When appropriate, the UNION will be permitted to make presentations to the local Wage Survey Committee.

SECTION 2. EMPLOYEES selected by the UNION and approved by the EMPLOYER to participate as a data collector on the Area Wage Survey will be released and placed on official time for this purpose.

ARTICLE 19
JOB/POSITION CLASSIFICATION

SECTION 1. The job/position description is a statement of the major duties and responsibilities, qualification and skill requirements, and organizational location of a position within the control of the EMPLOYER. The EMPLOYER maintains the currency and accuracy of descriptions, and may add to, modify, or delete provisions thereof as necessary. When changes occur in the major duties, responsibilities or technical functions, the description will be amended to reflect these changes. Minor changes to official descriptions may be made by pen and ink changes concurrent with review by the classification official.

SECTION 2. INACCURATE JOB/POSITION DESCRIPTIONS

A. When any EMPLOYEE feels that their job/position description does not adequately and accurately reflect the duties they are performing, they are entitled to discuss the matter with their supervisor. If this discussion fails to resolve the issue to the EMPLOYEE'S satisfaction, the EMPLOYEE will present in writing those duties which they feel are not reflected in their description and which they feel constitute significant changes from their current position description. Significant changes are those affecting major duties and responsibilities for a significant portion of the time and which are of a recurring nature.

B. The supervisor will accept or reject the proposed changes within 30 calendar days and notify the EMPLOYEE of that decision in writing. If the supervisor accepts the proposed changes, they will, within 30 additional calendar days, forward the proposed changes to the EMPLOYER.

C. The EMPLOYER will accept or reject the proposed changes within 30 calendar days and notify the EMPLOYEE of that decision in writing via the supervisor. If the EMPLOYER accepts the proposed changes, these changes will be forwarded to the appropriate Staffing and Classification office for action.

D. The Staffing and Classification office will provide a written decision to the EMPLOYER, supervisor and the EMPLOYEE within 30 calendar days.

E. The aforementioned timeframes may be extended upon mutual agreement of the PARTIES.

SECTION 3. An EMPLOYEE, or designated representative, may request, in accordance with the Position Classification Appeal Procedure (See 5 CFR Part 511), an OPM decision on the appropriate occupational title, series or grade of the EMPLOYEE'S official position. Upon the request of the EMPLOYEE or their designated representative, the EMPLOYER will provide information concerning the EMPLOYEE'S rights to request the OPM decision and the appropriate procedures to do so as set forth in applicable law and regulation. Additionally, the EMPLOYEE and their representative will be permitted to review classification standards that pertain to the EMPLOYEE rating or position associated with the request to OPM.

SECTION 4. The EMPLOYER agrees that when new job grading standards are issued, the matter will be briefed before the respective Labor/Management Forum.

SECTION 5.

A. Position/job descriptions do not control assignments, and the EMPLOYER may direct and assign specific tasks or projects which are not reflected in the position/job description. When the term "such other duties as may be assigned" or its equivalent is used in a Wage Grade or General Schedule job or position description, the term is mutually understood to mean "tasks that are normally related to the position and are of an incidental nature."

B. It is also understood that the language of paragraph (a) above does not prevent the EMPLOYER from assigning unrelated work to EMPLOYEES when of a temporary nature, and when periodically necessary, such as:

(1) a general shop, office or station cleanup is periodically required;

(2) work as defined in the EMPLOYEE'S position description is not available.

ARTICLE 20
MERIT PROMOTION PROGRAM

SECTION 1. Merit promotion to a position vacancy will be on the basis of qualifications and merit. Any proposed changes in the Merit Promotion Program will be brought before the respective Labor/Management Forums prior to implementation.

SECTION 2. The EMPLOYER reserves the right and may elect to fill vacant positions by methods other than Merit Promotion such as reassignment, re-promotion, reinstatement, transfer, or other official appointments as well as through career promotions under an approved training and career development program. The EMPLOYER is strongly encouraged to consider qualified internal candidates when filling its vacancies.

SECTION 3. An automated staffing program is the primary method for applying and filling vacancies. The EMPLOYER will ensure that EMPLOYEES are properly trained on the applicable program.

SECTION 4. Management Identification of Candidates (MIC) is an abbreviated process that can be used by the EMPLOYER to quickly identify candidates and fill vacancies. The EMPLOYER will notify the UNION when MIC is employed.

SECTION 5. Promotions will be made without regard to political, religious, UNION affiliation or non-affiliation, marital status, race, color, sex, age, national origin, or non-disqualifying physical handicap.

SECTION 6. Sick leave usage will not be used in the rating process unless there is a current documented abuse of sick leave e.g., a disciplinary action or Letter of Requirement.

SECTION 7. Applicants will be identified and referred to the selecting official in accordance with merit promotion principles. Non-selection of an applicant after receiving proper consideration shall not be a matter for processing a grievance under Article 32.

SECTION 8. The EMPLOYER will, upon request, provide feedback to EMPLOYEES who were on a certificate but were not selected for the vacancy.

SECTION 9. Unless leave is requested in accordance with Article 16, EMPLOYEES of a UNIT will not be charged leave to participate

in interviews conducted by the EMPLOYER of that UNIT for positions within the local commuting area.

ARTICLE 21
TEMPORARY PROMOTIONS, DETAILS AND REASSIGNMENTS

SECTION 1. TEMPORARY PROMOTIONS. A temporary promotion is the temporary assignment of an EMPLOYEE to higher level duties for which compensation is received. A temporary promotion of less than 120 calendar day increments may be rotated among EMPLOYEES who have the qualifications and skills of the position. Temporary promotions in excess of 120 calendar day increments will be filled through competitive procedures. EMPLOYEES who are officially assigned to UNIT positions classified at a higher grade level than their regular position for a period in excess of 30 calendar days will be temporarily promoted provided qualification and eligibility requirements are met (See 5 CFR Part 335).

SECTION 2. DETAILS. A detail is the temporary assignment of an EMPLOYEE to another position or set of duties for a specified period of time without a change in base compensation.

A. A detailed EMPLOYEE:

(1) Is not required to meet the qualification or time-in-grade requirements for the position to which detailed;

(2) does not receive additional compensation if the detail is to a higher graded position and the EMPLOYEE is not temporarily promoted in accordance with Section 1 of this Article; and

(3) continues to officially occupy the position from which the EMPLOYEE has been detailed.

B. An EMPLOYEE may not be detailed to a different position within 90 calendar days of receiving a non-temporary competitive appointment unless the EMPLOYER waives the restriction to:

(1) facilitate placement of an injured EMPLOYEE in a light duty status;

(2) make an emergency detail of not more than 30 calendar days, or

(3) as otherwise permitted by applicable law and regulation.

C. Non-competitive details of less than 120 calendar days may be rotated among EMPLOYEES to the maximum extent possible.

D. Details to the Same or Lower Grade Positions and to Unclassified Duties are limited to an initial period of 120 calendar days but may be extended in 120 day increments up to a maximum of one year. Such details may be extended to a maximum of two years if the EMPLOYER is undergoing contracting out studies or closure. The PARTIES understand that the aforementioned time restrictions are continuances of past policies and recognize that adjustments may be subsequent to impact and implementation bargaining.

E. Details to Higher Grade Positions and to Positions with More Promotion Potential are limited to 120 calendar days or less in any 12 month period. If the detail lasts 120 days or more, the detail must be by competitive appointment. When merit promotion procedures are used, competitive details are limited to one year under normal circumstances and two years when the EMPLOYER is undergoing contracting out studies or closure. The PARTIES understand that the aforementioned time restrictions are continuances of past policies and recognize that adjustments may be made subsequent to impact and implementation bargaining.

F. REQUIRED DOCUMENTATION

(1) Details to the Same or Lower Grade Positions and to Unclassified Duties. Less than 120 calendar days no documentation is required. If 120 days or more, a Request for Personnel Action (RPA) must be prepared and forwarded to the servicing HRO. The effective date is the date that the EMPLOYEE initially was assigned to the detailed position. A new RPA must be prepared for each extension of 120 days. The RPA will be filed in the EMPLOYEE'S Official Personnel Folder (OPF) and a copy will be provided to the EMPLOYEE.

(2) Details to Higher Grade Positions and to Positions with More Promotion Potential. If 30 calendar days or less no documentation is required. If more than 30 and/or less than 120 calendar days, a Request for Personnel Action (RPA) must be prepared and forwarded to the servicing HRO with the EMPLOYEE'S name and date of initial assignment. The RPA will be filed in the EMPLOYEE'S OPF and a copy will be provided to the EMPLOYEE. Otherwise, an RPA requesting advertisement of a competitive detail must be submitted to the servicing HRO.

SECTION 3. REASSIGNMENTS. Reassignment is the movement of an EMPLOYEE from one position to another without change in grade or pay. Reassignments cannot be used to discipline an EMPLOYEE unless through appropriate adverse action or disciplinary procedures. The EMPLOYER may consider temporarily assigning an EMPLOYEE who is temporarily disabled from performing the full range of duties of their position to duties for which the EMPLOYEE is qualified and capable of performing.

ARTICLE 22
EMPLOYEE PERFORMANCE APPRAISAL

SECTION 1. The PARTIES agree that any performance appraisal system in place will be used as an EMPLOYER process, with EMPLOYEE participation, in developing goals and work requirements, improving both individual and organizational effectiveness, and accomplishing EMPLOYER mission.

SECTION 2. The UNION will be provided a copy of the Performance Plan for any position in the UNIT, upon request.

SECTION 3. The PARTIES further agree that EMPLOYEES who use authorized official time in labor relations activities or representational duties will not be penalized on their appraisals for approved absences or use of official time.

SECTION 4. The PARTIES agree that every EMPLOYEE will receive an annual performance appraisal as governed by applicable law and regulation. Problems with job/position descriptions identified during the performance appraisal will be addressed in an expeditious manner. The PARTIES agree that it is important for EMPLOYEES to inform the EMPLOYER when they feel that their description is not accurate. (See Article 19 and/or 32).

SECTION 5. If EMPLOYEES disagree with their performance appraisal, they may grieve it under Article 32.

ARTICLE 23
FIREFIGHTERS/ANTI-TERRORISM SECURITY PERSONNEL

SECTION 1. This article pertains specifically to Commander Navy Region Southeast (CNRSE) Fire and Emergency Services (FES) and Anti-Terrorism Force Protection (ATFP) personnel. Nothing in this article can be utilized in any other program but FES and/or ATFP.

SECTION 2. UNIFORMS.

A. Articles of a uniform for EMPLOYEES are defined pursuant to 5 CFR Section 591.102 and other applicable law and regulation.

B. Requirements: The requirements and conditions for the uniform for EMPLOYEES will be in accordance with applicable law and regulation. The specifics of the uniform appearance, such as badges, shirts, etc., are appropriate subjects for UNIT bargaining.

C. Initial/Replacement Uniform allowance: The uniform allowance is governed by Title V, USC, Subchapter 1, section(s) 5901, 5902 and 5903. EMPLOYEES will be compensated to the maximum extent allowed by law and regulation as cash balances become available from higher authority. The EMPLOYER will notify the UNION in the event that funding is not available to pay the full allowance to EMPLOYEES. Additional information regarding initial/replacement allowances is provided below:

(1) Initial allowance: The purpose of the initial uniform allowance is to help defray the cost of purchasing the required uniform for newly hired EMPLOYEES. The initial uniform allowance will be provided to newly hired EMPLOYEES, normally within 45 days after being hired. In addition, a proportional amount of the initial uniform allowance will be provided when an EMPLOYEE is permanently promoted or transferred to position within the UNIT when the uniform is markedly different.

(2) Replacement allowance: The purpose of the replacement uniform allowance is to help defray uniform maintenance costs and for purchasing replacement items, as necessary. The EMPLOYER will pay the allowance to EMPLOYEES annually on or before 31 March of each year.

(3) The EMPLOYER agrees to pay for the replacement of

any part of the prescribed uniform that is damaged while performing any job related duties and/or functions pursuant to applicable law and regulation.

SECTION 3. The EMPLOYER will provide adequate lockers or changing facilities for EMPLOYEES to store uniforms, job-related equipment, and personal items within existing facilities. Other conditions of employment, including but not limited to, living space/sleeping quarters for EMPLOYEES, break areas, physical fitness equipment are appropriate subjects for local bargaining in accordance with this AGREEMENT and applicable law and regulation.

SECTION 4. TOURS OF DUTY FOR FES EMPLOYEES

A. It is recognized that FES EMPLOYEES' tours of duty do not apply to regular employees. There are several different schedules available for use; therefore, tours of duty are appropriate subjects for local Impact and Implementation (I&I) bargaining in accordance with applicable law and regulation.

B. An EMPLOYEE is performing "actual work" when they may be required to accomplish duties such as standing roll call, inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present at "hot work" and other types of operations where the danger of fire or other related emergencies are present, preparing and maintaining reports and other times, suppressing fires and conducting operations connected therewith, housekeeping, assigned physical fitness periods, preparing for and standing inspections, monitoring the work of others, and performing other job-related duties assigned by the EMPLOYER.

C. An EMPLOYEE is in "Stand-By" status at times when he/she is not required to perform "actual work" as described in section 2b above. The EMPLOYER agrees to guard against scheduling work/duties described in section 2b above during the EMPLOYEES' "stand-by" time.

D. Meal periods are considered "stand-by" time and should be of adequate duration to ensure that EMPLOYEES have sufficient time to prepare and consume their meal.

SECTION 5. HOURS OF WORK FOR ATFP EMPLOYEES

A. EMPLOYEES will be assigned to a shift that best meets the needs of the mission. Time spent in the performance of their duties, to include pre-shift and post-shift activities such as uploading and downloading, may be considered hours of work. Hours of work will be determined at the installation level; therefore, it is an appropriate subject for local Impact and Implementation (I&I) bargaining in accordance with applicable law and regulation.

B. In the event a vacancy occurs, shift preference determination will be used to fill the shift vacancy among qualified EMPLOYEES.

C. Police officers on patrol may be afforded reasonable breaks in accordance with applicable law and regulation.

ARTICLE 24
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The PARTIES agree to fully support the principle of Equal Employment Opportunity (EEO) for all EMPLOYEES. The EMPLOYERS will promote EEO as required by applicable law and regulation.

SECTION 2. The EMPLOYERS will ensure that EMPLOYEES have access to EEO Counselors through the servicing HRO.

SECTION 3. EMPLOYEES who believe that they have been discriminated against may consult with an EEO Counselor and seek to resolve disputes informally. The initial contact with the counselor by the EMPLOYEE must take place within 45 calendar days of the date of the alleged discrimination, the effective date of any personnel actions involved, or the date the aggrieved person knew or reasonably should have known of the discriminatory event or personnel action_(See 5 CFR Part 1614).

SECTION 4. An EMPLOYEE desiring to file a complaint or grievance on alleged employment discrimination will raise the matter as specified by applicable law and regulation (See 5 CFR Part 1614, OPNAVINST 5354.3D, and SECNAVINST 5300.26D).

ARTICLE 25
REORGANIZATION/REALIGNMENT

SECTION 1. Reorganizations and realignments (e.g., Functionality Assessments, Business Case Analysis) that impact distribution, addition, or elimination of significant duties of organizations or units will be addressed in the respective Labor/Management Forums.

SECTION 2. When a reorganization results in a personnel action affecting an EMPLOYEE involving separation, furlough for more than 30 calendar days, change to lower grade, or reassignment involving displacement, the procedures contained in Article 28 will apply.

ARTICLE 26
TRANSFER OF FUNCTION/TRANSFER OF WORK

SECTION 1. A transfer of function is the movement of the work of one or more EMPLOYEES from one competitive area to another. The function ceases in one competitive area and reappears in identifiable form in another competitive area where the function is not currently performed. EMPLOYEES are entitled to move with their functions where required by applicable law and regulation.

SECTION 2. A transfer of work is the movement of an EMPLOYEE'S work from one organization to another when the gaining organization is already performing virtually identical work. EMPLOYEES are not entitled to move with the work where required by applicable law and regulation.

SECTION 3. The EMPLOYER will discuss with the UNION the methods and means of implementing a transfer of function/transfer of work to minimize the impact to affected EMPLOYEES.

SECTION 4. EMPLOYEES affected by a transfer of function outside the commuting area which necessitates a move, will be notified in writing not less than 60 calendar days, or as specified by applicable law and regulation, prior to the transfer. The EMPLOYEE will be given at least 30 calendar days within which to accept or reject the transfer offer.

SECTION 5. The EMPLOYER may place affected EMPLOYEES in vacant positions for which they qualify in the same commuting area and/or same competitive area.

SECTION 6. Permanent change of duty station relocation entitlements, including travel and per diem, for an EMPLOYEE will be authorized in accordance with DOD Joint Federal Travel Regulations (JFTR).

ARTICLE 27

CONTRACTING OUT

SECTION 1. The EMPLOYER will notify the UNION before work or services presently performed by EMPLOYEES may be contracted out, including the process of direct conversion. Contracting out actions, to include UNION involvement, are governed by applicable law and government-wide regulations.

SECTION 2. The PARTIES agree, subject to applicable law and regulation, the UNION will have the opportunity to participate in the development of supporting documents and proposals. This will include the development of performance standards, performance work statements, plans, and the development of in-house cost estimates. Participation will be consistent with procurement and conflict of interest requirements. Appropriate training may be addressed by the Labor/Management Forums.

SECTION 3. The PARTIES, in the spirit of partnership, will provide a timely, no-cost exchange of information to include items such as current listing of Commercial Activities affecting the EMPLOYEES. The PARTIES may be present but not impede any walk-through for potential bidders. The PARTIES are committed throughout this process to work together to reduce the adverse impact to EMPLOYEES. In accordance with the Circular A-76 Revised Supplemental Handbook, the PARTIES agree to permit, as appropriate, EMPLOYEE involvement in the development of the initial EMPLOYER submission of the Commercial Activities Inventory.

ARTICLE 28
REDUCTION-IN-FORCE

SECTION 1. The PARTIES recognize that various outside influences or decisions may have an impact on the organization/size of the EMPLOYER which may result in a Reduction-In-Force (RIF).

SECTION 2. When the EMPLOYER decides to conduct a Reduction-In-Force (RIF), the following procedures will apply:

A. The PARTIES and EMPLOYEES will be notified of a pending RIF situation and subsequent RIF updates as far in advance as possible.

B. Before initiating RIF procedures, the EMPLOYER will request authority to utilize voluntary programs such as Separation Incentive Pay (SIP) to reduce the potential impact on EMPLOYEES.

C. Affected EMPLOYEES will receive a specific notice of a RIF in advance of the effective date in accordance with law and regulation.

D. Retention registers and other applicable information will be provided in accordance with law and regulation and will be made available for the affected EMPLOYEE(S) and the UNION representative to review.

SECTION 3. The EMPLOYER will assist those EMPLOYEES identified for separation in registering in DOD and other Federal programs.

SECTION 4. Prior to and during the RIF, eligible EMPLOYEES will be advised and receive training or counseling pertaining to retirement.

ARTICLE 29
DISCIPLINARY/ADVERSE ACTIONS

SECTION 1.

A. The PARTIES agree that the objective of discipline is to correct and improve EMPLOYEE behavior so as to promote efficiency in the workplace. The PARTIES further agree to the concept of progressive discipline, except in cases of egregious or notorious misconduct, and that disciplinary/adverse action will only be taken for just cause.

B. When the EMPLOYER becomes aware of EMPLOYEE misconduct, it will initiate prompt action to address that misconduct i.e., counsel the EMPLOYEE, investigate the situation further, initiate administrative action against the EMPLOYEE, etc.

C. Letters of Caution, although not considered disciplinary actions, should normally be in effect for 12 months, but no more than 24 months. Letters of Caution may be withdrawn earlier than the established effective date upon a showing by the EMPLOYEE that the behavior has been corrected.

D. When the EMPLOYER disciplines an EMPLOYEE, it involves either disciplinary actions or adverse actions. Disciplinary actions are defined as Suspensions from duty without pay for 14 calendar days or less and Letters of Reprimand. Adverse actions are defined as Separations/Removals from federal service, Suspensions from duty without pay for more than 14 calendar days, Reductions in Grade or Pay, and Furloughs for 30 calendar days or less. The deciding official shall apply the "Douglas Factors" when contemplating adverse actions and is encouraged to do so when contemplating disciplinary actions.

E. An EMPLOYEE against whom discipline greater than a Letter of Reprimand is pending, will:

(1) be provided a written notice stating the specific reasons for the proposed action; and

(2) be provided reasonable time, not less than 10 calendar days, to answer orally and in writing and to furnish affidavits or other documentary evidence in support of his/her reply.

SECTION 2. Copies of all material relied upon to support the reasons for disciplinary or adverse action will be provided to

the EMPLOYEE/representative upon request. Any material or evidence which has been declared non-disclosable or non-discoverable will not be relied upon to support the action against the EMPLOYEE. If an EMPLOYEE elects to be represented by the UNION, copies of all correspondence addressed to the EMPLOYEE will also be furnished to the UNION representative.

ARTICLE 30 INVESTIGATIONS

SECTION 1. PURPOSE. To specifically define the EMPLOYER'S investigative processes, the representational rights of the UNION, and the right of the EMPLOYEES to be represented during an investigation to the extent permitted by law and regulation. It provides procedural and substantive guidance for EMPLOYEES, UNION, and EMPLOYERS, and refers directly to the respective rights and responsibilities Articles of this AGREEMENT.

SECTION 2. ADMINISTRATIVE INVESTIGATION

A. An Administrative Investigation is an investigation into alleged misconduct that may lead to disciplinary or adverse action(s) against an EMPLOYEE(S) but not criminal prosecution. It does not apply to day-to-day work related communications between EMPLOYERS and EMPLOYEES, or to discussions concerning EMPLOYEE job performance.

B. During an Administrative Investigation, only a duly recognized UNION Official will be allowed to represent an EMPLOYEE. Use of personal attorneys during an Administrative Investigation is prohibited.

C. The PARTIES encourage the timely involvement of the UNION in all Administrative Investigations or Examinations prior to any action taken against an EMPLOYEE.

D. Pursuant to 5 U.S.C 7114(a) (2) (B) (known as the Weingarten Rule), an EMPLOYEE is entitled to UNION representation in an examination of an EMPLOYEE in the UNIT by a representative of the agency in connection with an investigation if:

(1) The EMPLOYEE reasonably believes that the examination may result in disciplinary action by the EMPLOYER; and

(2) the EMPLOYEE requests such representation.

E. EMPLOYEES involved in an Administrative Investigation or Examination may be advised that the information they provide will not be used against them in a criminal action, but may be used against them in taking an Administrative action, to the extent permitted by law and regulation (see Kalkines vs. United States, 1973 on this matter). EMPLOYEES may be advised of their

option to answer, and the consequences of remaining silent and facing disciplinary/adverse action for failure to cooperate.

F. During the course of an Administrative Investigation or Examination, should the matter be determined to be criminal in nature, the rights of an EMPLOYEE are covered in Section 3 of this Article and by applicable law and regulation.

G. At the conclusion of the investigation, the EMPLOYER will render a decision and notify the EMPLOYEE in a timely manner.

SECTION 3. CRIMINAL INVESTIGATION. It is understood by the PARTIES that in the event an EMPLOYEE is investigated for alleged criminal acts that may lead to prosecution, that EMPLOYEE will:

A. be given their Constitutional rights against self incrimination (MIRANDA RIGHTS) by a duly appointed law enforcement official as required by applicable law;

B. be allowed to call an attorney of their choice prior to the continuance of the investigation as required by applicable law; and

C. be allowed to have a UNION representative present in addition to legal counsel as identified in paragraph (b) above to the extent permitted by applicable law.

D. It is also understood by the PARTIES that in a criminal investigation EMPLOYEES have the right to remain silent and be represented by a personal attorney as required by applicable law.

SECTION 4. INSPECTOR GENERAL INVESTIGATIONS. The PARTIES agree that EMPLOYEES, who reasonably believe that a disciplinary action may be taken against them, as a result of the interview, are entitled to UNION representation, if requested, during interrogations by any Office of the Inspector General in accordance with applicable law. (National Aeronautics and Space Administration et al. v. Federal Labor Relations Authority, et al., Supreme Court, No 98-369, June 17, 1999.)

SECTION 5. Inappropriate or illegal use of surveillance equipment on government facilities is prohibited.

ARTICLE 31
ALTERNATIVE DISPUTE RESOLUTION

SECTION 1. The UNION and the EMPLOYER agree that the Alternate Dispute Resolution (ADR) process increases the PARTIES' opportunities to resolve workplace disputes before they escalate. The goal is to reduce conflict and channel it into constructive actions. This process will further enhance mission readiness. Both PARTIES also agree that ADR is not intended to replace the negotiated grievance procedure and that use of the ADR process is strictly voluntary. ADR techniques available include, but are not limited to, the following:

- A. Alternative Discipline
- B. Binding Arbitration
- C. Conciliation
- D. Dispute Panels
- E. Facilitation
- F. Fact-finding
- G. Interest Based Problem Solving
- H. Mediation
- I. Settlement Conferences

SECTION 2. ADR may be used, but is not limited to, the following:

- A. to settle grievances
- B. to settle Unfair Labor Practices (ULPs)
- C. to settle or resolve other issues

SECTION 3. The EMPLOYER and the UNION encourage joint training in the ADR process.

SECTION 4. The EMPLOYER and the UNION encourage interested personnel to attain Navy certification as ADR mediators.

SECTION 5. The EMPLOYER and the UNION agree that ADR processes and procedures may be negotiated and developed at the UNIT or local level. Upon request, servicing HROs will assist the PARTIES in this matter.

ARTICLE 32
NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1. PURPOSE. The PARTIES agree that this Article is to provide an orderly procedure for the processing and settlement of grievances by EMPLOYEES, the UNION, or the EMPLOYER. A grievance means any complaint:

A. by any EMPLOYEE concerning any matter relating to employment;

B. by the UNION concerning any matter relating to the employment of any EMPLOYEE;

C. by any EMPLOYEE, the UNION, or the EMPLOYER concerning;
(1) the effect or interpretation, or a claim of breach of this AGREEMENT;

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 2. This procedure excludes the following:

A. Any claimed violation relating to prohibited political activities;

B. retirement, life insurance, health insurance;

C. a suspension or removal taken for National Security reasons;

D. any examination, certification, appointment;

E. the classification of any position that does not result in the reduction in the grade or pay of an EMPLOYEE;

F. the separation of an EMPLOYEE during the EMPLOYEE'S probationary period or while the EMPLOYEE is serving in the first year of a Worker-Trainee program, a Veteran's Readjustment program or other Excepted Appointment; or while the EMPLOYEE is serving under a time limited appointment;

G. an allegation or complaint of discrimination because of race, religion, color, sex, national origin, age or handicapping condition;

H. mere non-selection from among a group of properly ranked and certified candidates;

I. Reduction-In-Force action;

J. mere non-adoption of a suggestion submitted by EMPLOYEES utilizing any forum for such purpose;

K. any other matter for which a statutory or regulatory appeals procedure exists, except as otherwise provided in Section 3 below.

SECTION 3. An EMPLOYEE who has been removed or reduced in grade for unacceptable performance, or who has been subject to removal or a suspension for more than 14 calendar days, may at the EMPLOYEE'S option, appeal the matter to the Merit Systems Protection Board (MSPB) or file a grievance in accordance with the procedures contained in this Article, but not both. An EMPLOYEE shall be deemed to have exercised this option by their written submission.

SECTION 4. The UNION is not required to represent NON-UNION members of the Bargaining UNIT on any matter for which a statutory or regulatory appeals procedure exists.

SECTION 5. If the PARTIES cannot agree whether a matter is grievable or arbitrable, the question will be submitted to the Federal Mediation and Conciliation Service (FMCS) to mediate the threshold issue prior to submission to arbitration. If the PARTIES are unable to resolve the question through mediation, the matter will be submitted to the Arbitrator as a threshold issue.

SECTION 6. The PARTIES agree to attempt to resolve and settle grievances at the lowest possible level. Alternate Dispute Resolution (ADR) is available and encouraged for use by the PARTIES upon consultation with the servicing HRO. The filing of a grievance will not reflect unfavorably on an EMPLOYEE.

SECTION 7. The PARTIES agree that a grievance must be presented at the informal step of the procedure within 14 calendar days after the event which gave rise to the grievance, or within 14 calendar days following the date the EMPLOYEE could have been reasonably expected to be aware of the incident giving rise to their grievance.

SECTION 8. The PARTIES will share all relevant and material information/witnesses at all steps of the grievance procedure to the extent permitted by law and regulation. Discovery of new relevant and material information/witnesses will be jointly shared to expedite the resolution of subject grievance. Those who desire to pursue a grievance will utilize the following procedure (flowchart provided as Appendix B):

A. INFORMAL STEP. The EMPLOYEE and/or their UNIT representative will discuss the grievance privately and informally with the EMPLOYEE'S first-level supervisor, or the EMPLOYER official who decided on, or had authority over, the matter giving rise to the grievance, or their designee. The EMPLOYEE and/or their UNIT representative will put their grievance in writing for tracking purposes. The appropriate EMPLOYER official, after determining the factual situation, will meet with the EMPLOYEE and/or their UNIT representative and such other individuals with material and relevant information on the matter subject to the grievance. That EMPLOYER official has five (5) workdays from initial notification to render and deliver to the EMPLOYEE and/or UNIT representative a written decision. This decision will include the name of the EMPLOYER official who will address the grievance at the next step if resolution is unsuccessful. The EMPLOYEE and/or their UNIT representative, and the EMPLOYER official may agree upon any informal notes kept.

B. ALTERNATIVE DISPUTE RESOLUTION. Alternative Dispute Resolution (ADR) methods are strongly recommended as a means to resolve grievances. Open communication and resolution of disputes at the lowest level is encouraged.

C. FORMAL STEP 1. If the grievance is not resolved at the INFORMAL STEP and the EMPLOYEE desires to further pursue the matter through the grievance procedure, the EMPLOYEE and/or the appropriate UNIT representative will reduce the grievance to writing utilizing the designated form (see Appendix C). The following procedures apply:

(1) The grievance form will be submitted to the designated EMPLOYER official within fourteen (14) workdays following receipt of the informal decision. The grievance will provide specific information with respect to the event giving rise to the grievance; identify specific provisions of regulations and/or the terms of this AGREEMENT which are alleged to have been violated; and the corrective action desired. Only

the issues presented at the INFORMAL STEP will be considered at any successive steps.

(2) The EMPLOYER official will meet with the EMPLOYEE and/or appropriate UNIT representative and other such individuals with material and relevant information on the matter subject to the grievance and deliver to the EMPLOYEE and the UNIT representative a written decision not later than fourteen (14) workdays following receipt of the grievance. This decision will include the name of the EMPLOYER official who will address the grievance at the next step if resolution is unsuccessful.

D. FORMAL STEP 2. If applicable to the respective organizational structure of the EMPLOYER, the following step will be used, otherwise see paragraph (e) below:

(1) If the grievance is not resolved at FORMAL STEP 1 and the EMPLOYEE desires to further pursue the matter through the grievance procedure, the grievance will be submitted to the designated EMPLOYER official within fourteen (14) workdays following receipt of the Formal Step 1 Decision.

(2) The EMPLOYER official will meet with the EMPLOYEE and/or appropriate UNIT representative and such other individuals with material and relevant information on the matter subject to the grievance and deliver to EMPLOYEE and the UNIT representative a written decision not later than fourteen (14) workdays following receipt of the grievance. This decision will include the name of the EMPLOYER official who will address the grievance at the next step if resolution is unsuccessful.

E. FORMAL STEP 3. If the grievance has not been satisfactorily resolved at the previous step and the EMPLOYEE desires to further pursue the grievance, the EMPLOYEE and/or UNIT representative will submit the matter to the Commander/Commanding Officer or designated EMPLOYER official for resolution within fourteen (14) workdays following receipt of the decision at the previous step. The submission will provide an explanation why the prior step decision was not acceptable. The Commander/Commanding Officer or designated EMPLOYER official will meet with the EMPLOYEE and/or UNIT representative and such other individuals with material and relevant information on the matter subject to the grievance and deliver to the EMPLOYEE and the UNIT representative a written decision within fourteen (14) workdays following receipt of the grievance. Where minutes of the meeting are kept, a copy of the minutes will be provided with the written decision.

F. Time limits may be extended to a specific date by mutual consent of the PARTIES at any step of the grievance procedure.

SECTION 9. An EMPLOYEE who desires to use the grievance procedures must be represented by the UNION unless the EMPLOYEE does not desire such representation, in which case the following conditions apply:

A. the EMPLOYEE must represent themselves and provide a written statement to both the UNIT representative and the EMPLOYER stating they do not wish to be represented;

B. resolution of the grievance must comply with the terms and conditions of this AGREEMENT;

C. the UNION is given the opportunity to be present during attempted resolution of the grievance;

D. the UNION is provided a copy of any decision rendered by the EMPLOYER in connection with the grievance; and

E. the Commander/Commanding Officer's or designated EMPLOYER official's decision concerning the grievance is final. A copy of the final decision will be provided to the UNIT representative for arbitration consideration.

SECTION 10. EMPLOYEES may grieve an ineligible/not qualified determination, the ranking or rating of their applications for merit promotion, or other merit promotion matters (excluding non-selection), under the control of the HRSC-SE using the following process (flowchart provided as Appendix D):

A. Step 1. Informal Process: The EMPLOYEE and/or the UNIT representative may informally present his/her concerns to the HRSC-SE staffing specialist who rated the application, within 15 calendar days from the date of issuance of the selection certificate. The EMPLOYEE and/or the UNIT representative will present the issue in writing and will reference the announcement number for the position. The staffing specialist will respond within 15 calendar days.

B. Step 2. Formal Process: The EMPLOYEE and/or UNIT representative must serve HRSC-SE, Code 53, in writing, within 15 calendar days from the date of issuance of the informal grievance response. The grievance must be dated and signed, state the personal relief requested, and include copies of any

documents in the EMPLOYEE'S possession that are relevant to the grievance. Code 53, or designee, will issue a written decision within 15 calendar days after receipt of the grievance.

C. The UNIT representative may invoke arbitration as identified in Section 12 of this Article.

SECTION 11. If two or more EMPLOYEES or the UNIT representative have identical grievances with no individual variation, the UNIT representative may select one grievance for processing and any decision on that grievance will be binding on all of the other identical grievances. Each grievant and the UNIT representative will be provided an individual copy of each written decision rendered by the EMPLOYER concerning the grievances.

SECTION 12. If the UNION is not satisfied with the final decision rendered, the UNION may invoke arbitration within 30 calendar days and will provide the EMPLOYER with written notice.

SECTION 13. Failure of the EMPLOYER to meet the time limits prescribed in this Article will permit the EMPLOYEE or the UNION to move the grievance to the next step of the grievance procedure. Failure of the EMPLOYEE or the UNIT representative to meet the time limits prescribed above, without good cause, will constitute withdrawal and termination of the grievance. However, the time limits may be extended to a specific date by mutual consent at any step of the grievance procedure.

SECTION 14. When either the EMPLOYER or the UNION wishes to file a grievance against the other PARTY, the following procedures apply:

A. notify the other PARTY.

B. submit the grievance in writing to the designated UNION Official or Commander/Commanding Officer/designated EMPLOYER official, as appropriate.

C. ADR is strongly encouraged.

D. if the matter is not resolved within 30 calendar days of written notification, either PARTY may invoke arbitration as discussed in Article 33.

E. Extensions of the time frames in this Section are permitted with mutual consent of the PARTIES.

ARTICLE 33 ARBITRATION

SECTION 1. PURPOSE. To specify the procedures to process grievances to arbitration.

SECTION 2. Arbitration may be invoked only by the EMPLOYER or the UNION. Approval by EMPLOYEES involved in or affected by a grievance is not required before arbitration is invoked.

SECTION 3. In the event the PARTIES fail to settle a grievance pursued in accordance with the grievance procedure, the grievance may, upon written notice of either PARTY to the other, be referred to arbitration. The written notice must be submitted as soon as possible but no later than 30 calendar days following the receipt of the decision of the last step of the grievance procedure.

SECTION 4. Within seven calendar days of notification by either PARTY to invoke arbitration, the PARTIES may jointly or individually request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) using the appropriate form. The FMCS filing fee will be paid by the moving PARTY. However, any joint submission should not be construed as anything more than compliance with a request and does not reflect on the substance or arbitrability of the issue in dispute. The PARTIES will meet within five workdays after receipt of such a list. Each PARTY will strike one name from the list and repeat the procedure until one name remains. A flip of the coin will determine which PARTY strikes a name first. The remaining named person will be the duly assigned Arbitrator.

SECTION 5. While complying with the requirements in Section 4 of this Article, representatives of the PARTIES will, within 10 workdays from the date of receipt of an arbitration request, meet in a pre-arbitration conference to consider means of expediting the arbitration proceeding by jointly reducing the issue(s) to writing, stipulating facts, authenticating proposed exhibits, and exchanging lists of proposed witnesses. In addition, the PARTIES agree to consult prior to scheduling arbitration in an effort to resolve and settle the issue(s) without arbitration. These consultations will include exchange and review of all information that supports the position of both PARTIES.

SECTION 6. The Arbitrator's fee and expenses will be shared equally between the PARTIES. The EMPLOYER will furnish an adequate space for any arbitration hearing under this Article. Further, the PARTIES will pay the expenses of their respective needs for the process except that the PARTIES may agree to share equally the expenses of any mutually agreed upon services in connection with the arbitration proceedings.

SECTION 7. The arbitration hearing is normally held during the regular day shift hours of the regularly scheduled basic workweek. The EMPLOYEE filing the grievance and the EMPLOYEE witnesses who have direct knowledge of the circumstances and factors bearing on the case, are to be excused from duty to participate in the arbitration proceedings during the time they are required without loss of regular pay or charge to annual leave.

SECTION 8. The arbitrator will be requested to render a decision as quickly as possible. An award rendered by an arbitrator on any issue referred to arbitration under the terms of this AGREEMENT will be final and binding on the PARTIES except that it is agreed and recognized that either PARTY may file an exception to the arbitrator's award under law and regulations prescribed by the Federal Labor Relations Authority (FLRA).

ARTICLE 34
UNFAIR LABOR PRACTICE

SECTION 1. While it is recognized that either PARTY may file an Unfair Labor Practice (ULP), it is the desire of each PARTY to informally resolve any issues that may prompt a ULP to be filed. ADR is strongly encouraged in this process.

SECTION 2. Either PARTY, when having cause to file a ULP, will notify the other in writing. This notification will be submitted to the designated UNION Official or Commander/Commanding Officer/designated EMPLOYER representative, as appropriate. Upon receipt of such written notice, the PARTIES may meet, as soon as possible, to attempt resolution. If resolution is reached, it will be reduced to writing, signed by the PARTIES, and no further action concerning the matter will be pursued.

SECTION 3. If a resolution cannot be reached, either PARTY may proceed to file a ULP.

ARTICLE 35
GENERAL PROVISIONS

SECTION 1. PURPOSE. This article provides information regarding programs and other means to assist both the EMPLOYER and the EMPLOYEES.

SECTION 2. CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP). The Civilian Employee Assistance Program is available to EMPLOYEES and their families. The CEAP is a confidential and professional counseling service covering such problems as stress and anxiety, family or marriage problems, alcohol or drug problems, emotional or psychological distress, financial problems, and posttraumatic reactions. EMPLOYEES who initially use this service, prior to referral, are on official time during duty hours. The PARTIES agree to promote utilization of CEAP as a method of prevention as well as intervention.

SECTION 3. PREVENTION OF SUBSTANCE ABUSE.

A. The EMPLOYERS and the UNION recognize alcohol and drug dependency as treatable health problems in which the EMPLOYEE'S job performance may be impaired as a direct consequence of the use of these substances.

B. The EMPLOYERS and the UNION encourage EMPLOYEES who suspect that they may have a substance abuse problem to voluntarily seek counseling and information by contacting a CEAP Representative, who will provide information regarding possible resources available in the community.

C. Safe Harbor. EMPLOYEES who voluntarily identify themselves to EMPLOYER officials as illegal users of drugs, prior to being so identified by other means, and who seek counseling and/or rehabilitation assistance, and thereafter refrain from illegal use of drugs, will not be subject to disciplinary action for their prior illegal use of drugs. Once an EMPLOYEE has been officially informed of an impending drug test, the EMPLOYEE is no longer eligible for safe harbor.

D. Subject to paragraph (c) of this section, the EMPLOYERS agree that no EMPLOYEE will have his/her job security or promotion opportunities jeopardized by making a voluntary request for counseling assistance or referral, except as limited by law and regulation relating to sensitive positions.

SECTION 4. EMPLOYEE WORKERS' COMPENSATION PROGRAM.

A. The EMPLOYER agrees to assist EMPLOYEES with accessing workers compensation benefits as specified by applicable law and regulation regarding injuries on the job. All forms required of the EMPLOYER and EMPLOYEE by the Office of Workers Compensation Program (OWCP) will be made available by the EMPLOYER to the EMPLOYEE.

B. An EMPLOYEE who suffers an on-the-job injury will report such an injury immediately to their supervisor/EMPLOYER and receive immediate medical attention. The EMPLOYER and EMPLOYEE are jointly responsible for filing the appropriate reports of on-the-job injuries e.g., CA-1/CA-2 Forms.

C. If the EMPLOYEE is incapacitated because of traumatic on-the-job injury, and files the appropriate form required by applicable law and regulation, the EMPLOYEE may use sick leave, annual leave or Continuation of Pay (COP) for the period as specified by applicable law and regulation. If the EMPLOYEE elects to use sick or annual leave, a SF-71 and/or appropriate leave request within an automated time and attendance system will be completed by the EMPLOYEE for such an election.

D. The EMPLOYER will, as specified by applicable law and regulation, identify possible positions or duties to make light duty offers where an EMPLOYEE is medically released for light duty, and to identify alternate employment when a job-connected injury or illness precludes the EMPLOYEE'S return to the previous type of work.

SECTION 5. EMPLOYEE PERSONNEL RECORDS.

A. OFFICIAL PERSONNEL FOLDERS (OPF). The PARTIES agree that all EMPLOYEES will have access to their OPF as specified by applicable law and regulation. Upon the EMPLOYEE'S request to the EMPLOYER to review their OPF, the EMPLOYER will submit a written request to obtain the OPF within three (3) workdays. The EMPLOYEE will be notified upon receipt of the OPF. Upon advance notification to their immediate supervisor/EMPLOYER and the applicable HRO, and as workload requirements permit, EMPLOYEES will be allowed to review their OPF with no charge to leave. EMPLOYEES will make appointments with their servicing HRO to review their OPF.

B. NOTES AND RECORDS. The PARTIES agree that if records are maintained on an EMPLOYEE, such records will be secured to

safeguard the confidential information contained in accordance with applicable law and regulation.

SECTION 6. When the EMPLOYER requires EMPLOYEES to attend motorcycle training in order to operate a motorcycle on the installation, the EMPLOYEES will be excused from duty without loss of leave to attend the training.

SECTION 7. The PARTIES encourage all EMPLOYEES to participate in EMPLOYER-established Incentive Award and Cost Reduction Programs.

SECTION 8. The PARTIES agree that physical fitness is a key ingredient in a healthy and productive work environment. The EMPLOYER may provide opportunities for physical fitness via EMPLOYER Wellness Programs. The PARTIES encourage all EMPLOYEES to participate in EMPLOYER Wellness Programs.

SECTION 9. The PARTIES agree that awards to EMPLOYEES should be executed consistent with law and regulation. In that light, the EMPLOYER will provide, to the UNION a sanitized list of awards to EMPLOYEES by department and/or code upon request, but not to exceed once a quarter. This list will not have any identifiable personal information (PII data) other than the award provided, the code of that individual and the series and grade of that individual.

SECTION 10. MISCELLANEOUS SERVICES.

A. EMPLOYEES and UNION representatives who are involved in a grievance or adverse action may use available HRO Training Centers and libraries for research purposes.

B. The EMPLOYER agrees to provide all EMPLOYEES with sufficient work space to perform their assigned duties.

C. All rest rooms and break areas will be kept adequately lighted and sanitary. Rest rooms will be kept properly supplied.

ARTICLE 36
COPIES OF THE AGREEMENT

SECTION 1. DISTRIBUTION TO THE UNION AND TO EMPLOYEES.

A. The EMPLOYER will publish the AGREEMENT on EMPLOYER web sites.

B. Upon request, copies of this AGREEMENT may be reproduced utilizing government equipment.

SECTION 2. CHANGES TO THE AGREEMENT. Distribution of changes to this AGREEMENT will be determined by the PARTIES.

ARTICLE 37
CHANGES AND DURATION

SECTION 1. EFFECTIVE PERIOD. This AGREEMENT will remain in force and effect for three years from the date of its approval by the Secretary of Defense.

SECTION 2. FORCE AND EFFECT. If any article or section of this AGREEMENT is disapproved by the Secretary of Defense and remanded to the PARTIES for renegotiation, the approved articles and sections are in force and effect. The remanded articles and sections, once approved, will also be in force and effect.

SECTION 3. CHANGES DURING THE LIFE OF THE AGREEMENT. If amendments are required by changes made in applicable laws, Government-wide rules and regulations or Executive Orders after the effective date of this AGREEMENT, the PARTIES will meet for the purpose of negotiating new language that will meet the requirements of such laws, regulations or Executive Orders. Such amendments as agreed to will be duly executed by the PARTIES, subject to approval by the Secretary of Defense, and will be in force and effect on that date.

SECTION 4. REVIEW. This AGREEMENT will be reviewed by the PARTIES between 120 and 60 calendar days prior to the expiration date. The servicing HRO will provide prior notification to the PARTIES and facilitate the review process. Based on this review the PARTIES will renew or renegotiate this AGREEMENT as permitted by law and regulation. This AGREEMENT will be automatically extended for a period of one year if the PARTIES have not completed the review/renegotiation process prior to the expiration date. The terms of this AGREEMENT will remain in effect until the PARTIES of the affected UNITS renegotiate a new collective bargaining agreement and the Secretary of Defense approves it.

SECTION 5. WITHDRAWAL OPTION. Any PARTY that desires to withdraw from the AGREEMENT will provide notice of such intent prior to the review process. Within 120 calendar days prior to the expiration date of this AGREEMENT, any PARTY may exercise an option to withdraw from the AGREEMENT provided the PARTY wishing to exercise this option provides notice required by law and regulation to all PARTIES of this AGREEMENT. If that PARTY withdraws from the AGREEMENT, the terms of this AGREEMENT will remain in effect until the remaining PARTIES renegotiate a new collective bargaining agreement and it is approved by the Secretary of Defense.

ARTICLE 38
SUPPLEMENTAL DOCUMENTS TO THIS AGREEMENT

SECTION 1. AUTHORITY OF THE AGREEMENT. This document is an AGREEMENT among the PARTIES. The PARTIES recognize that for an EMPLOYER to function efficiently, an EMPLOYER and associated UNIT may need to address issues not covered in the AGREEMENT. Any Supplemental Agreements, Memoranda of Understanding (MOUs), or Memoranda of Agreement (MOAs) developed by an EMPLOYER and associated UNIT to address such issues will not conflict with this AGREEMENT.

SECTION 2. INTERPRETATION AND APPLICATION OF THE AGREEMENT. Any Supplemental Agreement, MOU or MOA that interprets this AGREEMENT, which is initiated and processed by an EMPLOYER and associated UNIT, will only be binding upon that EMPLOYER and associated UNIT.

SECTION 3. EXISTING LOCAL LABOR-MANAGEMENT AGREEMENTS. Any EMPLOYER-UNIT Agreements, MOUs and/or MOAs currently in effect which do not conflict with this AGREEMENT will remain in force and effect until a new Supplemental Agreement, MOU, or MOA has been negotiated by an EMPLOYER and associated UNIT or expires by its own terms as permitted by law and regulation.

SECTION 4. APPROPRIATE MATTERS FOR UNIT-LEVEL NEGOTIATION. All matters not in conflict with this AGREEMENT and identified by an EMPLOYER and associated UNIT may be appropriate for negotiations at the UNIT level to be included in Supplemental Agreement(s), MOUs, or MOAs as agreed to by the EMPLOYER and associated UNIT and as permitted by law and regulation.

SECTION 5. SUPPLEMENTAL AGREEMENTS. There may be Supplemental Agreement(s) for each EMPLOYER and associated UNIT unique to the local level.

SECTION 6. DURATION OF SUPPLEMENTAL AGREEMENTS. Supplemental Agreements will expire on the expiration date of the AGREEMENT; however, they will remain in force and effect until renegotiated by the respective PARTIES.

APPENDIX A

TITLE 5--GOVERNMENT ORGANIZATION AND EMPLOYEES
PART III--EMPLOYEES
Subpart F--Labor-Management and Employee Relations
CHAPTER 71--LABOR-MANAGEMENT RELATIONS
SUBCHAPTER I--GENERAL PROVISIONS

Sec. 7106. Management rights

A. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws--

a. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

c. with respect to filling positions, to make selections for appointments from--

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

B. Nothing in this section shall preclude any agency and any labor organization from negotiating

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

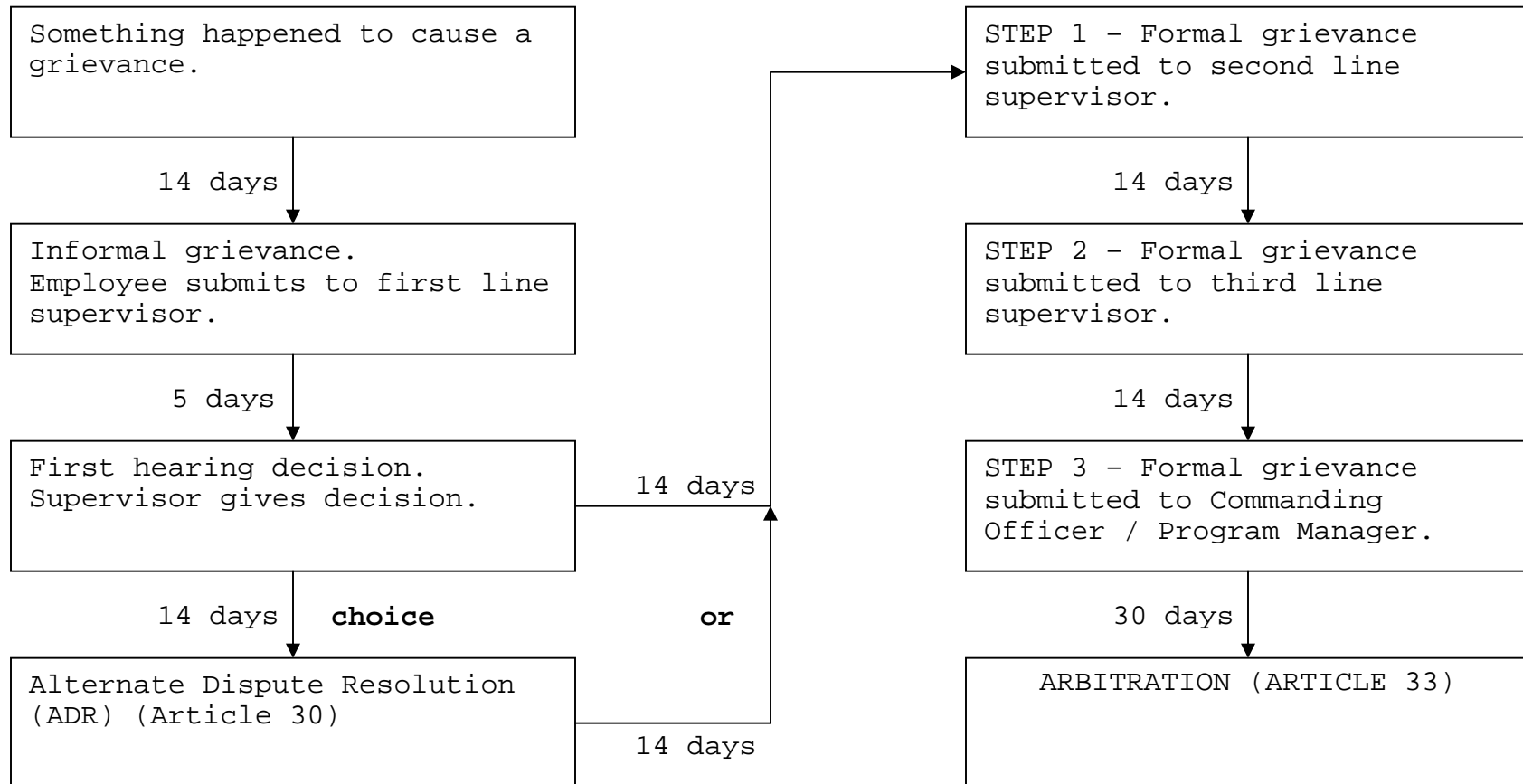
APPENDIX A

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

APPENDIX B

GRIEVANCE TEMPLATE WITH TIMELINES (Article 32)



APPENDIX C

GRIEVANCE RECORD, STEP 1

FORMAL		
INSTRUCTIONS: 1. Follow procedures and time limits contained in Article 32 of the Negotiated Agreement. 2. Employee completes original and retains one copy. 3. Distribution: Original copy to second level supervisor. 4. Upon completion of section 2, second level supervisor returns original to employee, and furnishes signed copy to the appropriate Union Representative. 5. Follow same distribution at each level. 6. Upon final decision at step 3, forward one copy to HRD.		
SECTION 1 GRIEVANCE SUBMISSION - STEP 1		
FROM: (EMPLOYEE'S NAME)	EMPLOYEE REP.	DIVISION
TO: (SECOND LEVEL SUPERVISOR)	DELIVERED BY: (INDIVIDUAL)	DATE DELIVERED
DATE SUBMITTED TO FIRST LEVEL SUPV.	FIRST LEVEL SUPERVISOR'S NAME	DATE OF REPLY
GRIEVANCE:		
<p>On the above date, I presented a grievance to my supervisor. The reply was not satisfactory. The following alleged violation of the Negotiated Agreement article(s) _____ section(s) _____ which occurred on _____ is grieved. (Or Instruction / Rule / Law No. _____ Title / Subject _____ Chapter _____ Paragraph _____ Section _____ Other _____.)</p>		
FACTS SURROUNDING MY GRIEVANCE ARE AS FOLLOWS: (WHO, WHAT, WHEN, WHERE, HOW?)		
RELIEF REQUESTED:		
ADDITIONAL INFORMATION (IS/IS NOT) ATTACHED: (Use additional sheets as required)		
SIGNATURE OF EMPLOYEE AND/OR REPRESENTATIVE		DATE

APPENDIX C

SECTION 2 STEP 1 DECISION
--

DATE: _____

I MET AND DISCUSSED THE GRIEVANCE WHICH IS DESCRIBED ON THE REVERSE SIDE.

MY DECISION IS AS FOLLOWS:

ADDITIONAL INFORMATION (IS/IS NOT) ATTACHED: (Use additional sheets as required)	
--	--

COPY RECEIVED BY SIGNATURE AND DATE	SECOND LEVEL SUPERVISOR SIGNATURE AND DATE
--	---

APPENDIX C

GRIEVANCE RECORD, STEP 2

INSTRUCTIONS:

Follow distribution procedures from STEP 1.

NAME OF THIRD LEVEL SUPERVISOR:

SATISFACTORY SETTLEMENT OF THE GRIEVANCE WAS NOT REACHED AT STEP 1. THEREFORE,
THE GRIEVANCE IS REFERRED TO STEP 2.

SIGNATURE OF EMPLOYEE AND/OR REPRESENTATIVE

DATE

STEP 2 DECISION

ADDITIONAL INFORMATION (IS/IS NOT) ATTACHED: (Use additional sheets as required)

COPY RECEIVED BY
SIGNATURE AND DATE

SECOND LEVEL SUPERVISOR
SIGNATURE AND DATE

APPENDIX C

GRIEVANCE RECORD, STEP 3

INSTRUCTIONS:

Follow distribution procedures from STEP 1

TO: COMMANDING OFFICER OR DESIGNEE

SATISFACTORY SETTLEMENT OF THE GRIEVANCE WAS NOT REACHED AT STEP 2. THEREFORE,
THE GRIEVANCE IS REFERRED TO STEP 3.

SIGNATURE OF EMPLOYEE AND/OR REPRESENTATIVE

DATE

STEP 3 DECISION

DATE: _____

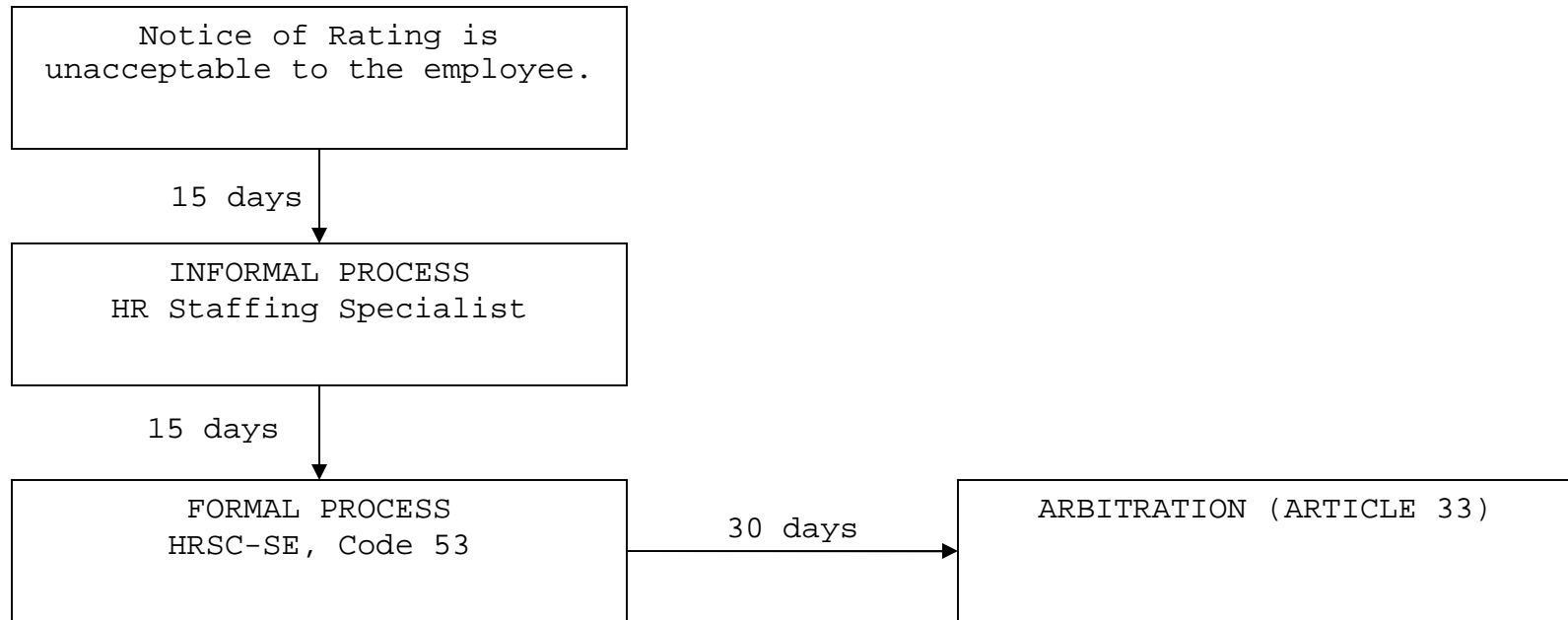
I MET AND DISCUSSED THE GRIEVANCE WHICH IS DESCRIBED ABOVE.

ADDITIONAL INFORMATION (IS/IS NOT) ATTACHED: (Use additional sheets as required)

COPY RECEIVED BY
SIGNATURE AND DATE

COMMANDING OFFICER/DESIGNEE
SIGNATURE AND DATE

GRIEVANCE TEMPLATE WITH TIMELINES FOR
NON-SELECTION OF CANDIDATE - (Article 32, Section 11)




The PARTIES listed below executed this agreement on September 30, 2009.

FOR THE EMPLOYERS:
NAVY REGION SOUTHEAST (NRSE)

NAVAL FACILITIES ENGINEERING
COMMAND SOUTHEAST (NAVFAC SE)

FLEET AND INDUSTRIAL SUPPLY
CENTER, JACKSONVILLE (FISCJ)


J. S. ROUNTREE (NRSE)
MANAGEMENT CHIEF NEGOTIATOR

TERRY BAKER (NRSE)
MANAGEMENT MEMBER


WADE RICE (NRSE)
MANAGEMENT MEMBER

G. J. ANDREOLETTI (NAVFAC SE)
MANAGEMENT MEMBER

CDR JOHN ZOLLO (FISCJ)
MANAGEMENT MEMBER

FLIN DEBERRY (NRSE)
MANAGEMENT ALTERNATE

FOR THE UNION:
AMERICAN FEDERATION OF
CONSOLIDATED UNITS OF THE
GOVERNMENT EMPLOYEES (AFGE)


MARK MCCABE (AFGE)
UNION CHIEF NEGOTIATOR

BRENDA STALLARD
UNION MEMBER

BEN CLARK
UNION MEMBER

PHIL TRUMAN
UNION MEMBER

GEORGE MENDEZ
UNION MEMBER

THOMAS MCKENNA
UNION ALTERNATE

GREGG A. WILLIAMS (NRSE)
DIRECTOR, LABOR & EMPLOYEE
RELATIONS

ADVISORY

MICHAEL J. HOFF (NRSE)
HUMAN RESOURCES SPECIALIST

Approved by the Department of Defense on April 22, 2010 to be effective April 22, 2010.



DEPARTMENT OF THE NAVY

COMMANDER NAVY REGION SOUTHEAST
BOX 102, NAVAL AIR STATION
JACKSONVILLE, FLORIDA 32212-0102

12711
Ser N00/

From: Commander, Navy Region Southeast

SUBJ: AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE) MASTER
LABOR AGREEMENT

Encl: (1) American Federation of Government Employees Master Labor Agreement

1. It is with pleasure that I forward Enclosure 1 to you for immediate implementation. Navy Region Southeast, the Fleet Industrial Supply Center Jacksonville (FISCJ), and the Naval Facilities Engineering Command Southeast (NAVFAC SE) have joined forces to create this Master Labor Agreement for more than 2,800 bargaining unit employees represented by the American Federation of Government Employees. The agreement was approved and signed by the Office of the Secretary of Defense 27 April, 2010.

2. This nationally recognized agreement is believed to be the largest of its kind in the United States Navy, and is the result of more than two years of diligent work by labor relations personnel, AFGE leadership, and senior management to create one consistent document that replaces nearly 30 individual labor agreements that covered AFGE employees at installations throughout Navy Region Southeast, FISCJ, and NAVFAC SE.

3. Please support your installation labor relations personnel, AFGE leaders, and AFGE members through their transition to this new agreement.

A handwritten signature in black ink, appearing to read "T. G. Alexander", is written over the typed name.

T. G. ALEXANDER

Distribution:

NWS Charleston
NAS Corpus Christi
NS Guantanamo Bay
CBC Gulfport
NS Ingleside
NAS Jacksonville
NAS JRB Fort Worth
NAS Kingsville
NAS Meridian
Naval Ordnance Test Unit (NOTU)
NSB Kings Bay
NAS Key West
NS Mayport
NAS Pensacola
NAS Whiting Field
NSA Orlando
NSA Panama City